



TENDER DOCUMENT

FOR

Installation, Maintenance & safekeeping of 2 nos mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterway), Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 nos 3NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour

on

NATIONAL WATERWAY - 1

TENDER NO.: IWAI/KOL/SUR/(8-III)/2012-13

भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

पोत परिवहन मंत्रालय, भारत सरकार

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

P-78, Garden Reach Road, Kolkata-700043

Tel (033) 24395577, 24391710, Fax (033) 24395570

Web site: <http://iwai.gov.in>, E-mail: iwaical@yahoo.com.

INDEX

Sl no.	Content	Page no	
		From	To
1	Tender issue letter	03 of 65	
2	Notice Inviting Tender	04 of 65	07 of 65
PART . I			
3	Form of Tender	08 of 65	09 of 65
	a) Schedule A	10 of 65	12 of 65
	b) Schedule B	13 of 65	
	c) Schedule C	14 of 65	
	d) Warranty Form	15 of 65	
4	Information and instructions for tenderers	16 of 65	21 of 65
PART-II			
5	General Conditions of Contract	22 of 65	55 of 65
PART . III			
6	Technical & Special Conditions	56 of 65	59 of 65
PART . IV			
7	Schedule of Quantities	60 of 65	
PART . V			
8	Annexure-I (Proforma for agreement)	61 of 65	62 of 65
9	Annexure-II (Proforma for Performance guarantee)	63 of 65	64 of 65
10	Proforma-I (Time Schedule for completion of work)	65 of 65	



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

पोत परिवहन मंत्रालय, भारत सरकार

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)

P-78, Garden Reach Road, Kolkata-700043

Tel (033) 24395577, 24391710, Fax (033) 24395570

Web site: <http://iwai.gov.in>, E-mail: iwaical@yahoo.com

No. IWAI/KOL/SUR/(8-III)/2010-11

Date:-

To

Sub: Tender document for Installation, Maintenance & safekeeping of 02 nos mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterway), Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 nos 3 NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour on National Waterway-1

Ref: Your letter No. _____ dt. _____

Sir,

Inland Waterways Authority of India, Kolkata, invites sealed tenders from resourceful and experience of bidders for execution of the above mentioned works. Completed bids to be submitted at the office of Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata-700046, India, not later than 15:00 hrs IST on or before 20.09.2012.

Tender document for above work is enclosed here

Yours faithfully,

DIRECTOR

Encl.:- As above.



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

पोत परिवहन मंत्रालय, भारत सरकार

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

P-78, Garden Reach Road, Kolkata-700043

Tel (033) 24395577, 24391710, Fax (033) 24395570

Web site: <http://iwai.gov.in>, E-mail: iwaical@yahoo.com

NOTICE INVITING TENDER

Tender No. IWAI/KOL/SUR/(8-III)/2012-13

Sealed tenders in two cover system (Cover I-Technical bid and Cover II-Financial bid) are invited from resourceful and experienced firms for Installation, Maintenance & safekeeping of 02 nos of mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterway)), Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 nos 3 NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour on National Waterway-1.

Sl. No.	Name of Work	Total Estimated cost (in Lakhs)	E.M.D. (in Rs.)	Place of Work
1)	Installation, Maintenance & safekeeping of 02 nos mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterways)	31.24	62,480/-	<u>2 nos. Mooring Buoys</u> 02 Nos. at Hemnagar North 24 Parganas, IBP Route (Sundarbans waterways).
2)	Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge & 1 no. at Raychak) and 29 nos LED lights installed on KoPT buoys in between stretch Kolkata - Diamond Harbour (70 Kms approx.) on National Waterway-1 as per scope of work / terms and conditions of Tender.			<u>3 nos Mooring buoys</u> 02 Nos.at Budge Budge 01 No. at Raychak LED lights 29 nos 3NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour of NW-1

Terms and Conditions:

1. Interested agencies having experience in execution of similar work may obtain non-transferable tender document on payment of **Rs. 1000/-** (Rupees One thousand only) in the form of crossed demand draft drawn on a nationalized bank drawn in favour of “**Inland Waterways Authority of India Fund**” payable at Kolkata. Those using downloaded tender document from the website may submit

the cost of tender document (**Rs.1000.00**) separately along with EMD amount while submitting the bid.

Tender document will be available for sale w.e.f. **01.09.2012 to 19.09.2012** during working hours from the office of Director on submission of application along with other documents as mentioned. The tender document can also be downloaded from the website www.iwai.gov.in

2. Other terms and conditions shall be as per tender document.
3. The tenderer shall have to meet the following pre-qualification criteria:
 - i) The tenderer shall have experience of execution of similar work, be registered with any Major Port of India, MES, IWT Wing of Indian Army, BSF or an experience in execution of similar work in IWAI or in any Central Govt. Dept. involved in similar field. Non- registered contractors having credible past experience of similar work may also apply.
 - ii) Tenderer shall be income tax payee and shall have to submit photocopy of PAN issued by Income Tax Deptt.
 - iii) The average annual financial turnover during last three years ending 31st March of the previous financial year should be at least 30% of the cost of the work as indicated in the table above. Experience of having successfully completed similar nature of works during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:
 - (a) Three similar works costing not less than 40% of the estimated cost, or
 - (b) Two similar works costing not less than 50% of the estimated cost, or
 - (c) One similar works costing not less than 80% of the estimated cost.
 - iv) Tenderer shall have to submit copies of successful work done certificates.
 - v) Tenderer shall have to submit proof of ownership of experience in execution of similar work
 - vi) Tenderer shall have to submit bank solvency certificate of 10.00 lakhs.
4. The firm may quote for work of indicated above and completed bids as per terms & conditions mentioned in the tender document should be submitted at the above address latest by 15:00 hrs on **20.09.2012** and same will be opened on same day at 15:30 hrs.
5. IWAI reserves the right to accept or reject any or all bids without assigning any reason and no correspondences shall be entertained in this regard.
6. **FOR SPECIAL ATTENTION**
 - ALL TENDERERS ARE CAUTIONED THAT TENDERS CONTAINING ANY DEVIATION WHATSOEVER FROM THE TERMS AND CONDITIONS, SPECIFICATIONS AS CONTAINED IN THE TENDER DOCUMENTS ARE LIABLE TO BE REJECTED AS NON-RESPONSIVE.

- THE TENDER SHALL HAVE TO BE SUBMITTED IN TWO BID FORMAT, THE FIRST PART i.e.+TECHNICAL BID+ SHOULD CONTAIN THE ENTIRE TENDER DOCUMENT DULY SIGNED IN ALL PLACES, DETAILS OF DRY DOCK/WORKSHOP/AFLOAT REPAIR FACILITIES, DETAILS OF MACHINERIES, TECHNICAL MANPOWER, WORK SCHEDULE, BAR CHART, AND EARNEST MONEY DEPOSIT ONLY BUT NOT THE PRICE BID. SECOND PART i.e.+ FINANCIAL BID+ SHALL CONTAIN ONLY THE RATES OF THE ITEM OF WORK AS IN SCHEDULE A THESE.
 - EACH BID SHALL BE SUBMITTED IN SEPARATE SEALED COVERS SUPERSCRIBING AS %TECHNICAL BID+AND %FINANCIAL BID+
7. SUBMISSION OF TENDER
Duly filled in sealed tender in the form and manner as stated above shall have to be submitted to Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata, West Bengal on or before 15:00 hrs. of **20.09.2012**. Tenders received late on any account for any reason what so ever and telegraphic tenders will not be entertained.
8. Earnest Money Deposit (EMD) must accompany each tender and tender not accompanied by the EMD shall be rejected as NON-RESPONSIVE. The EMD for an amount as specified above for each vessel shall be submitted in the technical bid.
9. OPENING OF TENDERS & EVALUATION
- (a) Tenders will be opened by the tender evaluation committee at IWAI office at P-78, Garden Reach Road, Kolkata-43 at 15:30 hrs on **20.09.2012**, in the presence of representative of the tenders who choose to remain present.
- (b) After the opening of the tenders, the first part i.e. Technical bid will be evaluated by the Tender Evaluation Committee as constituted by the Authority. The second part i.e. Price bid will be opened by the same T.E.C. only for those tenderers who become technically qualified after the evaluation of technical on a suitable date.
10. TENDER VALIDITY PERIOD
The tender shall remain valid for a period not less than 90 days after the date of opening of tenders.
- Tenderer must read %Information & Instruction for Tenders+and be satisfied himself in respect to scope and the situation of works or any issue as related to the work as considered necessary before the submission of the tenders.
11. The authority shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any other offer.

DIRECTOR

NIT FOR PUBLICATION IN NEWSPAPER



**INLAND WATERWAYS AUTHORITY OF
INDIA, P-78, Garden Reach Road,
KOLKATA-43**

Tender for Installation, Maintenance and safekeeping mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterways) Budge Budge & Raychak and 29 nos 3 NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour on National Waterway-1.

Sealed tenders are invited from registered contractors for above works. The details of NIT: - Estimated cost: Rs. 31.24 lakhs E.M.D . Rs. 62,480/-. Tender cost: 1000/-. Date of Sale of Tenders is 01.09.2012 to 19.09.2012. Last date of submission of tender: 20.09.2012 up to 15:00 hrs. Date of opening: 20.09.2012 at 15:30 hrs. For other terms & conditions please refer to IWAI website www.iwai.gov.in.

DIRECTOR

TENDER FORM

To
The Director
Inland Waterways Authority of India
P-78, Garden Reach Road
Kolkata
West Bengal-700043, India

1. I/We have read and examined the following documents relating to the

Notice Inviting Tender	4 pages
Warranty	1 page
Schedule	A, B and C
Information & Instructions for Tenders	5 pages
General Conditions of Contract	34 pages
Technical Specifications and Special conditions	4 pages
Contract agreement form	2 pages

2. I/We hereby tender for the execution of the works referred to in the documents to mentioned in paragraph 1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the specifications, designs, drawing and other details given therein and at the rate contained in Schedule A and within the period (s) of completion of work and subject to such terms and conditions as stipulated in clause-34.
3. I/We agree to keep our offer valid for 90 days from the date of opening of the tender and also agree not to make any modifications in its terms & conditions on our own accord.
4. A sum of Rs 5000 (Rupees 5000 .) only is hereby enclosed in form of Demand Draft drawn on a Nationalized/Schedule Bank as Earnest Money Deposit. I/We agree if I/we fail to keep the validity of tender open, as aforesaid, or if I/We make any modification in the terms & conditions the tender on our own accord and/ or after the acceptance of our tender if I/We fails to commence the execution of the works as provided in the documents referred to in paragraph 1

above, the Earnest Money Deposit thus submitted shall be liable for being forfeited, and the authority shall without prejudice to any other rights or remedy, be at liberty to forfeit said earnest money deposit.

5. Should this tender be accepted I/We agree to abide by and fulfil by all the terms and conditions and provisions of above mentioned tender documents.
6. I/We certify that the tender submitted by me/us is strictly in accordance with terms, conditions, specifications etc. as contained in tender document referred to in paragraph 1 above, and it is further certified that it does not contain any deviations to the aforesaid documents.

Signature along with seal of company

(Duly authorized to sign the tender on behalf of contractor)

Name: o

(IN BLOCK LETTERS)

Designation: o o o o o o o o o o o o o o o o o o o .

Witness: o o o o o o o o o o o o o o o o .

Signature: o o o o o o o o o o o o o o o o ..

Name: o o o o o o o o o o o o o o o o .

Postal Address: o o o o o o o o o o o o o o o o ..

Name of Company: o o o o o o o o o o o o ..o o o o

Address: o o o o o o o o o o o o o o o o o o o

Telephone No. o o o o o o o o o o o o o o o o

Fax No: o o o o o o o o o o o o o o o o o o o ..

Date:

SCHEDULE 'A'

Detail of machinery & infrastructure available for Installation, Maintenance and safekeeping of 02 nos. Mooring Buoys at Hemnagar, North 24 Parganas. IBP Route, (Sundarbans waterways), Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 nos 3NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour on National Waterway-1

(To be furnished in Tender)

A. INFRASTRUCTURE PROPOSED FOR DEPLOYMENT FOR THIS WORK:

Sl. No.	Details of Machineries Proposed for deployment	Qty	Present location, Capacity, model etc.	Present Condition

B. PAST EXPERIENCE IN SIMILAR WORKS

Sl. No.	Details of works	Name, address, telephone number of client	Contract value	Completion period

C. Technical/Supervisory persons both skilled and non skilled as available and as being proposed for deployment for present project :

D. FINANCIAL CAPACITY.

1. Summary of assets and liabilities on basis of audited financial statement of last three years may be supplied. If available copies of audited financial statements may be submitted.

Sl. No.		Amount in Lakhs (Yearõ ..)	Amount in Lakhs (Yearõ ..)	Amount in Lakhs (Yearõ ..)
a.	Total assets			
b.	Current assets			
c.	Total liabilities			
d.	Current liabilities			
e.	Net worth			
f.	Working capital			

E. Name & address of the commercial bank providing financial assistance:

F. Any other information if available to establish financial credibility may also be submitted.

SCHEDULE 'B'

Proposed work programme and methodology for execution of Installation, Maintenance and safekeeping of 02 nos. Mooring Buoys at Hemnagar, North 24 Parganas, IBP Route, (Sundarbans waterways), Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 nos 3NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour on National Waterway-1

SCHEDULE 'C'

Details of experience in execution of similar works and Financial capacity for Installation, Maintenance and safekeeping of 02 nos. Mooring Buoys at Hemnagar, North 24 Parganas, IBP Route, Sundarbans waterways, Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 nos 3NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour on National Waterway-1

Details of execution of similar work	
Details of execution of similar work in last 3 years	
Value of execution of similar work in last 3 years	
Infrastructure available at the execution of similar work	

Signature of the Tenderer

WARRANTY FORM

M/s..... having registered office at..... (herein after referred to as the contractor) having carefully studied all the documents, specifications, designs, drawings etc. pertaining to the contract for works required for the work of.....and the local and site conditions and having under taken to execute the said works.

DO HEREBY WARRANT THAT

1. The contractor is familiar with all requirements of the contract.
2. The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risks directly or indirectly, connected with the performance of the contract.
5. The contractor has no collusion with other contractors, with any of the men of the Engineer In-Charge or with any other person in the Authority to execute the said works according to the terms and conditions of the said contract.
6. The contract has not been influenced by any statement or promise of the Authority or Engineer-In-Charge but only by the contract documents.
7. The contractor is financially solvent.
8. The contractor is experienced and competent to perform the contract to satisfaction of the Engineer In-Charge
9. The statement submitted by the contractor is true.
10. The contractor is familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the works, its performance or personnel employed therein or environment.

Date:.....

For and on behalf of the
contractor
Signature:

Name:.....

PART-I

INFORMATION & INSTRUCTIONS FOR TENDERERS

CONTENTS

1. GENERAL.
2. EARNEST MONEY DEPOSIT.
3. BIDDING PROCEDURE.
4. VALIDITY OFFER.

INFORMATION AND INSTRUCTIONS FOR TENDERERS

1. GENERAL:

- 1.1 The detail of the work to be carried out and its scope are given in the ~~Technical Specifications~~ of these documents which also indicate a brief description of the work to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 1.2 The tenderers in their own interest are also advised to inspect and examine the vessel and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.
 - (a) Vessel conditions including access to the vessel in connection with the work.
 - (b) Ground conditions including those bearing upon transportation, disposal, handing and storage of materials required for the work or obtained there from.
 - (c) Source of extent of availability of suitable materials including water and labour (Skilled & unskilled) etc. required for work and Laws and Regulations governing their use and employment.
 - (d) The type of equipment and facilities needed, preliminary to/for and in the performance of the work and
 - (e) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
- 1.3 The tenderer should note that information, if any, in regard to the work site and local conditions as contained in this tender document except for the material agreed to be supplied by the Authority, has been given merely to assist the tenderer and is not warranted to be completed.
- 1.4 The tenderers shall note and bear in mind that the Authority shall bear no responsibility for the lack of acquaintance with site condition, system etc. or any information relating thereto on their part. The consequence of the lack of any knowledge aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority.
- 1.5 Immediately upon receipt of the tender documents from the Authority, all the tenderers are urged to submit a written request at least two days prior to the date fixed for pro tender conference to the Engineer-In-Charge issuing the

tender enquiry on matters where clarifications or additional information is desired.

1.6 The tender shall be submitted in the prescribed form and the same shall be signed in all pages and in all copies properly as laid down hereunder:

- (a) If the tender is submitted by an individual or a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
- (b) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address(s) or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tenders.
- (c) If the tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- (d) All witness and sureties shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
- (e) The tenderer or tenderers who himself / themselves has/have tendered for the same works shall not be a witness. Failure to observe this condition shall render invalid and liable to rejection.

1.7 The tenderer shall furnish with his tender:

- (a) The details of construction plant, equipments and machinery / infrastructure, docking / blocking facilities, workshop facility and its planning schedule in the format as enclosed with this tender document.
- (b) Details of technical and supervisory personnel already employed by tenderer which he proposes to utilize for this work and such other personnel which he proposes to employ further for this work.
- (c) Relevant information on the capacity; financial resources and experience about himself.

2.0 a) Earnest money deposit @2% of the estimated value of ` 62,480/- must accompany the tender in favour of %Inland Waterways Authority of India Fund+ in the shape of a account payee demand draft on any Nationalised Bank or Schedule Bank of India, Payable at Kolkata.

- b) Tenders not accompanied by Earnest Money Deposit shall be rejected. If during the tender validity period the tenderer withdraw his tender the Earnest Money Deposit shall be forfeited.
 - c) The Earnest Money Deposit shall be refunded to the unsuccessful tenderers within 15 days from the award of work to the qualified bidder .
 - d) Interest shall not be paid on Earnest Money Deposit.
 - e) If any contractor / tenderer withdraws his tender within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to IWAI then IWAI without prejudice to any other right or remedy, be at liberty to forfeit the EMD.
- 2.1 In the case of a successful tenderer, the EMD shall be forfeited on the following grounds:-
- a) If the tenderer fails to sign the contract in accordance with clause 3 of conditions of contract on receipt of award of work.

OR

- b) If the tenderer fails to furnish the security deposit in accordance with clause 3 of general conditions of contract.
- 2.2 The rates shall be written both in words and in figures. Tenderer shall also show the total of each item, the total of each schedule and the grand total of the whole contract. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail.
- 2.3 The Authority shall have the right of rejecting all or any of the tenders and shall not be bound to accept the lowest or any tender or to give any reasons for their decision.
- 2.4 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of tenderers who may be present at the time of opening. If any of the tenderer or his agent is not present at the time of opening of the tender, the TEC shall on opening of the tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over his signature. Such a list shall then be binding on the absentee tenderer.
- 2.5 The tenderer shall not be entitled during the period of validity of their offer, without the written consent of the Authority to revoke or withdraw their tenders or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.

2.6 The Notice Inviting Tender+ and this information and Instruction for Tenderers+shall form the part of the Tender Document.

2.7 BANNED OR DELISTED CONTRACTORS

The bidder shall give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agency or Public Sector Undertaking (PSU).

If the bidder has been banned by any Govt. or quasi Govt. Agency or PSU, this fact must be clearly stated and it may not be a cause of disqualifying the firm. If the declaration is not given, the bids shall be rejected as non-responsive.

3. BIDDING PROCEDURE:

3.1 Bids shall be submitted in sealed two cover system (Cover-1: Technical Bid and Cover-2: Financial Bid.)

3.2 The technical bid should be duly super scribed as **Technical Bid for Installation, Maintenance and safekeeping of 02 nos. mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterway), Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 Nos 3NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour in National waterway-1** as the case may be and should include the following:

- i) The entire tender duly signed except Schedule IV-A (Financial Bid)
- ii) EMD as prescribed.
- iii) Xerox copy of PAN CARD & solvency certificate issued by Nationalized Bank for minimum of Rs. 10.0 Lakh.
- iv) Details as sought from the tenderer as in schedule- A & B & C.
- v) Bio-data of key personnel & infrastructure, financial condition etc. as in Schedule -C.
- vi) Registration certificate with the labour commissioner.

3.3 The second cover should contain the Financial bid of the tender duly placing the quotation in the prescribed form i.e. schedule IV-A duly super scribing **“Financial Bid for Installation, Maintenance and safekeeping of 02 nos. mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterway), Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 Nos 3NM LED lights installed on KoPT buoys between Kolkata - Diamond**

Harbour in National waterway-1 as the case may be. No extra condition or any other statement other than price bid shall be enclosed in Price Bid.

- 3.4 The address of Tendering Firm, name of tenderers and address should be written / types clearly on each envelope.
- 3.5 Both the envelopes should be placed in a single sealed envelope super scribed as **“Tender for Installation, Maintenance and safekeeping of 02 nos. mooring buoys at Hemnagar, North 24 Parganas, IBP Route, (Sundarbans waterway), Maintenance and safekeeping of of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 Nos 3NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour in National waterway-1+as the case may be.**
- 3.6 The tender may sent by registered post or hand delivered or by courier to reach Director, IWAI, Kolkata-700043 before the specified closing time to receive tenders.
- 3.7 The second cover i.e. Price Bid will be summarily rejected if the requisite details are not submitted in the %Technical Bid+1st cover and the firm not found suitable / capable for conducting the work. The Authority also reserves the right not to open the Price Bid of any one or all the tenderers without assigning any reason what so ever.

4. VALIDITY OF PRICES:

The tenderer shall quote the rates for various categories in the prescribed SI-1, SI-2, SI-3 & SI-4. The rates quoted shall be firm and shall be kept valid for at least 90 days from the last date of submission of the tender.

PART-II

GENERAL CONDITIONS OF CONTRACT

CONTENTS

CLAUSE - 1	DEFINITIONS
CLAUSE -2	INTERPRETATIONS
CLAUSE - 3	SECURITY DEPOSIT FOR PERFORMANCE
CLAUSE - 4	REFUND OF SECURITY DEPOSIT
CLAUSE - 5	SUFFICIENCY OF TENDER
CLAUSE - 6	CONTRACT DOCUMENTS
CLAUSE -7	DISCREPANCIES AND ADJUSTMENT OF ERRORS
CLAUSE - 8	DUTIES AND POWERS OF ENGINEER IN CHARGE & REPRESENTATIVE
CLAUSE - 9	ASSIGNMENTS AND SUB LETTING
CLAUSE - 10	FACILITIES TO OTHER CONTRACTORS
CLAUSE - 11	CHANGE IN CONSTITUTION
CLAUSE -12	COMMENCEMENT OF WORK
CLAUSE - 13	WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWING AND ORDERS ETC.
CLAUSE - 14	SETTING OUT THE WORKS
CLAUSE -15	URGENT WORKS
CLAUSE - 16	DEVIATIONS
CLAUSE - 17	CONTRACTORS SUPERVISION
CLAUSE -18	INSTRUCTIONS AND NOTICE
CLAUSE -19	PLANTS AND EQUIPMENT
CLAUSE -20	PATENT RIGHTS
CLAUSE -21	MATERIALS
CLAUSE -22	LAWS GOVERNING THE CONTRACT
CLAUSE -23	WATCHING AND LIGHTING
CLAUSE -24	WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

CLAUSE -25	LABOUR
CLAUSE -26	MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS ETC.
CLAUSE -27	FORCE MAJEURE
CLAUSE -28	LIABILITIES FOR DAMAGE, DEFECTS OR IMPERFACTIONS AND RECTIFICATION THEREOF
CLAUSE -29	CONTRACTOR'S LIABILITY AND INSURANCE
CLAUSE -30	SUSPENSIONS OF WORKS
CLAUSE -31	FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK
CLAUSE -32	TERMINATION OF CONTRACT ON DEATH
CLAUSE -33	CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART
CLAUSE -34	COMPLETION TIME AND EXTENSIONS
CLAUSE -35	COMPENSATION FOR DELAY
CLAUSE -36	LIQUIDATED DAMAGES
CLAUSE -37	INSPECTIONS AND APPROVAL
CLAUSE -38	COMPLETION CERTIFICATE
CLAUSE -39	DEFECT LIABILITY PERIODS
CLAUSE -40	MEASUREMENTS
CLAUSE -41	PAYMENTS ON ACCOUNT
CLAUSE -42	TAXES, DUTIES AND LEVIES ETC
CLAUSE -43	PAYMENTS ON FINAL BILL
CLAUSE -44	OVER PAYMENTS AND UNDER PAYMENTS
CLAUSE -45	CONTRACT MATTER TO BE TREATED AS CONFIDENTIAL
CLAUSE -46	FINALITY CLAUSES
CLAUSE -47	SUMS PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS
CLAUSE -48	ABRITRATION

PART-II

GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1 DEFINITONS

In the contract, the following words & expressions shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:

- i) **Contract:** means the document forming the tender acceptance thereof and the formal agreement executed between the Inland Waterways Authority of India and the contractor together-with documents referred to therein, otherwise it shall mean the notice inviting tender, instructions for tenderers, tender(including the warranty, schedule of quantities and prices and other schedules attached thereto) general conditions and the terms of contract, special condition if any, specifications, designs, drawings and work order thereof etc.
- ii) **Contract sum:** means the amount arrived at by multiplying the quantity shown in the schedule of quantities by the respective category rates as allowed.
- iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv) **Authority:** means the Inland Waterways Authority of India. (IWAI) having its office at A . 13, Sector . 1, Noida (U.P.) and includes therein legal representatives, successors and assigns.
- v) **Day:** means a calendar day beginning and ending at mid-night.
- vi) **Drawings:** means the drawing referred to in the specifications and or appended with the tender document, any modifications of such drawings approved in writing by the Engineer In Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer In Charge.
- vii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- viii) **Engineer-In-Charge:** means the Officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of the and/or the Engineering Officer appointed by the IWAI or its duly authorized representative to direct, supervise and be In-charge of the works for the purpose of this contract.

- ix) **Chief Engineer**: means the Chief Engineer of the Authority as the case may be.
- x) **Director**: means the Director of the Authority, as the case may be.
- xi) **Deputy Director**: means the Deputy Director of the Authority as the case may be.
- xii) **Assistant Director**: means the Asstt. Director of the Authority as the case may be.
- xiii) **Work Order**: Means a letter from the Engineer-in-charge conveying the acceptance of tender/offer subject to such reservations as may have been stated therein.
- xiv) **Month**: means the one Calendar month.
- xv) **Site**: means the land and / or other places through which the works are to be executed.
- xvi) **Vessel**: means the vessel/craft belonging to the Authority for carrying out the work.
- xvii) **Urgent works**: means any urgent nature which in the opinion of the Engineer-in-charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident for failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-charge may deem expedient.
- xviii) **Week**: means seven consecutive calendar days.
- xix) **Work/works**: means work/works to be executed in accordance with the contract.

CLAUSE: 2 INTERPRETATIONS

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.
- 2.2 Heading and marginal notes in these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

CLAUSE – 3: PERFORMANCE GURANTEE & SECURITY DEPOSIT

3.1 PERFORMANCE GURANTEE

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of either

demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order.

The bank guarantee shall be valid till expiry of 90 days after the end of ~~Period~~ of liability defined in the contract document.

3.2 SECURITY DEPOSIT

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit.

3.3 The contractor whose tender is accepted has to enter into an agreement with IWAI for the due fulfilment of the contract. The security amount will be accepted in form of demand draft in favour of Inland Waterways Authority of India . Fund only payable at Kolkata..

3.4 The total performance guarantee/security deposit shall remain with IWAI till defect liability period after satisfactory completion of work.

3.5 Interest will not be paid on security deposit or performance guarantee.

3.6 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:

- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR
- ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.

3.4 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.

3.5 The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of dredgers and equipment through out the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in anyway with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the

Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.

- 3.6 If the Contractor feels that any variation in work or in quantity of dredging and disposal work be beneficial or necessary to fulfill the guarantees called for, he shall bring to this notice of the Engineer in charge in writing, at appropriate time but prior to the execution of the work and take written acceptance of same from the engineer before proceedings with the works.
- 3.7 From the commencement of completion of work, contractor shall take full responsibility for the care of work including all temporary works, or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and Engineer's instruction.
- 3.8 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 3.9 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 3.10 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

CLAUSE: 4 REFUND OF SECURITY DEPOSIT

The security deposit less any amount due shall, on demand, be returned to the contractor on the expiry of the defects liability period or on payment of the amount of the final bill payable in accordance with clause 43, whichever is

later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

CLAUSE: 5 SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its maintenance during execution of work.

CLAUSE: 6 CONTRACT DOCUMENTS

- 6.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language.'
- 6.2 The Contractor shall be furnished free of charge two certified true copies of the contract documents.
- 6.3 One copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

CLAUSE: 7 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -
 - (a) Description in the Schedule of Quantities and Prices.
 - (b) Relevant Specifications and Special Conditions, if any.
 - (c) Drawings.
 - (d) General Specifications.
- 7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the true intent and meaning of the drawings and specifications shall be final and binding.

- 7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 7.4 If on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules :
- (a) In the event of error occurring in the amount column of schedule of quantities and prices as result of wrong multiplication of unit price and quantity, the unit price shall be regarded, as firm and multiplication shall be amended on the basis of the quoted price.
 - (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.

CLAUSE: 8 DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and examine any materials / parts to be used or workmanship employed in connection with the works.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in- Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down removal or breaking up thereof. The contractor shall at his own expense again carry out such works as directed by the Engineer-in- Charge.

- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor

CLAUSE: 9 ASSIGNMENTS AND SUB-LETTING

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorize the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be subject, to name of the sub-contractor thereof together with his past experience in the said work/trade and the letter of the proposed sub-contract. Nevertheless any such approval or authorization by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor. However, the employment of piece rate works shall not be construed as Sub-Letting.

CLAUSE: 10 FACILITIES TO OTHER CONTRACTORS

The contractor shall, in accordance with the requirements of the work as decided by the Engineer-in- Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and of any other agency properly authorized by Authority or statutory body which may be employed at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

CLAUSE: 11 CHANGES IN CONSTITUTION

Where the contractor is partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the contractor enters into any partnership firm which would have the right to carryout the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 32 thereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause - 33.

CLAUSE – 12: COMMENCEMENT OF WORK

- 12.1 The contractor shall commence the work(s) within 10 days after the issue of Letter of Award or immediately after placing the vessel at their yard and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the Engineer-in Charge. If the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.
- 12.2 The contractor shall strictly adhere to the construction / repair schedule i.e. Schedule B attached with the tender documents.
- 12.3 The contractor shall submit along with his tender the planning , phasing & sequence of repair time & progress within the frame work of schedule B for achieving the completion targets of work(s) as a whole and also each group / sub group of work(s) by which the contractor proposes to carryout the works. Such charts or Programme shall be prepared as per schedule B

CLAUSE – 13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.

- 13.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in strict conformity with the specification laid down or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 13.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of clause 5.2 the documents set forth herein in respect of the work on commencement or during the performance of the contract:
- (a) Contract drawing and revisions thereof.
 - (b) Specifications or revisions thereof other than standard printed specifications
 - (c) Explanations, instructions etc.

Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly.

- 13.3 All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.

CLAUSE – 14: SETTING OUT THE WORKS

- 14.1 The Engineer-in-Charge shall establish / indicate the Bench marks / survey reference points and their elevations.
- 14.2 The contractor shall be responsible for the true and proper setting out of all the work (in relation to the aforementioned Bench marks / survey reference points) for the correctness of the location, grades, dimensions and alignment of all components of the work and for the provision of all instruments, appliances, materials and labour required in connection therewith. If any time during the progress of the work any error shall appear or more in the location, grades, dimensions of alignment of any part of the work the contractor on being required to do so by the Engineer-in-Charge , shall at his own expense, rectify such error to the satisfaction of the Engineer-in-Charge.
- 14.3 The contractor shall afford all reasonable facilities and assistance to the Engineer-in-Charge for checking the setting out and lines and grades established by the contractor. The checking of any setting out or of any line and grade by the Engineer-in-Charge shall not in any way relieve the contractor of his responsibility for the correctness thereof.

CLAUSE – 15: URGENT WORKS

If any urgent work (in respect where the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed, provided the directions are in accordance and confirmatory with provisions in Clause . 8.

CLAUSE – 16: DEVIATIONS

- 16.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.
- 16.2 Such items of work, as are required, to be executed at the rates already provided in the schedule of quantities, shall apply in respect of the same item(s) of work to be executed due to Variation.
- 16.3 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be

extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision.

- 16.4 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

CLAUSE - 17: CONTRACTORS SUPERVISION

- 17.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, an Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge, directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.
- 17.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

CLAUSE - 18: INSTRUCTION AND NOTICE

- 18.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions duties and powers of the Engineer-in-Charge.
- 18.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 18.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to, the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.

18.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a work site order book maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

CLAUSE -19: PLANT AND EQUIPMENT

19.1 The Contractors shall provide and install all necessary plant; equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.

19.2 The tenderer shall submit the schedule ~~19~~ full detail of his plant, tools, equipments & machinery proposed to be deployed for work(s) along with its planning schedule showing phasing in accordance with the schedule i.e. Schedule ~~19~~ The schedule ~~19~~ submitted by tenderer should confirm to the schedule i.e. schedule ~~19~~ The plant equipment & machinery schedule as submitted shall be mutually discussed and finalized with the successful tenderer and approved before award of work and these shall form integral part of agreement.

19.3 Subject to the availability of any item(s), plant, equipment and machinery the Authority at the written request of the contractor, may issue to the contractor on hire for being deployed on the work contracted for, at pre- determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

CLAUSE – 20: PATENT RIGHTS

The contractor shall indemnify the Authority, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Authority or any agent, servant or employee of the Authority in respect of any such materials as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Authority but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursement to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.

CLAUSE – 21: MATERIALS

21.1 The contractor shall at his own expenses provide / arrange all materials required for the bonafide use on work under the contract.

21.2 All materials parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his cost, of the materials parts as may be specified by the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of materials parts consumed in such tests and also expenses incurred thereon shall be borne by the contractor in all cases and also where such tests which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.

21.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials parts intended to be used in or the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where these are lying or from where these are being obtained. For this, purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

CLAUSE - 22: LAWS GOVERNING THE CONTRACT

The Courts at Kolkata only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

CLAUSE - 23: WATCHING AND LIGHTING

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in- Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

CLAUSE - 24: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

24.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.

24.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/ or extra shifts to ensure completion of works under the contract as scheduled.

CLAUSE - 25: LABOUR

25.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection

with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.

- (b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.
- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, the Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

25.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.

- i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
- ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

25.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in contract labour (regulation and abolition) Act 1970 with general rules framed there under and amendments made from time to time.

25.4 The Contractor shall in respect of labour employed by him either directly or through sub-contractor complies with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.

25.5 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:

- i) Payment of Wages Act, 1936 (Amended)
- ii) Minimum Wages Act, 1948 (Amended).
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) Maternity Benefit Act. 1961 (Amended)
- vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
- viii) The Industrial Disputes Act. 1947 (Amended)
- ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

25.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in- Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

25.7 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required on estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfilment of the conditions of the Contract for the benefit of Workers, non-payment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.

- 25.8 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-23.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-23.5 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 23.5 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 23.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 25.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 23.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 25.10 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 25.11 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.

25.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 25.5 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 23.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfilment of the said decree, award or orders.

25.13 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

25.14 **REMOVAL OF CONTRACTOR'S MEN**

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

CLAUSE – 26: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS, ETC.

26.1 Materials of any kind obtained from excavation on the site shall remain the property of the Authority and shall be disposed off as directed by the Engineer-in-Charge.

- 26.2 However if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge.
- 26.3 Fossils, coins, articles of value, structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carryout the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Authority.

CLAUSE – 27: FORCE MAJEURE

- 27.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 27.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- 27.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

CLAUSE - 28: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 28.1 If the contractor or his labour or sub-contractor, injure, destroy or damage road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his cost.
- 28.2 If it appears to the Engineer-in-Charge or his representative at any time during to or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.

CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE

- 29.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 29.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect :

- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
 - (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- 29.3 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at anytime either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.
- 29.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 29.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 29.6(a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs. 1,00,000/- for one person and Rs. 2,00,000/- for each accident.

- ii) Property liability limits for each accident not less than Rs. 1,00,000 ;
 - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.

CLAUSE – 30 : SUSPENSION OF WORKS

- 30.1 The contractor shall on the order of the Engineer-in-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-Charge. If such suspension is:-
- a) Provided for in the contract, or
 - b) Necessary for the proper execution of the works or by reason of weather conditions or by some default on the part of the contractor are necessary for the safety of the works or any part thereof. The contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the work. But in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the contractor shall be entitled to such extension of time for

completion of the works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspension and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the contractor to his employees during the period of such suspension.

- 30.2 If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the works as omission of such part or where it affects the whole of the works as an abandonment of the contract by the Authority.

CLAUSE – 31: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

CLAUSE – 32 : TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its incomplete part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

CLAUSE- 33 : CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN ART

33.1 If the contractor

- i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- iii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

33.2 Corrupt Practice

The Contractor shall not offer or to give to any person in the employment of the Authority or working under the orders of the Chairman any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code 1860 or the Prevention of Corruption Act. 1947 or any other Act enacted for the prevention of corruption by Public Servant shall entitle the Chairman to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General condition and Special conditions.

33.3 The Engineer-in-Charge shall, on such termination of the contract, have powers

- i) To take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary, Enabling and Ancillary works and
 - ii) Also any materials, constructional plant, equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such agencies shall be credited to the contractor at his contract prices and the contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub-clause 30.5 hereunder.
- 33.4 On termination of the contract in full or part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary , enabling and ancillary works, within a stipulated period if the contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause then to be sold, holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amounts under the contract.
- 33.5 If the expenses incurred or to be incurred by the Authority for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited / to be credited to the contractor, the difference shall be paid by the contractor to the Authority. If the contractor fails to pay such an amount , as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall be empowered to recover such amount from any sum due to the contractor on any account under this or any other contract or from his security deposit or otherwise.
- 33.6 Also, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary building / structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the Engineer-in-Charge shall have powers to recover the same in accordance with the provisions of the contract.
- 33.7 The contractor shall not construct any structure even of a temporary nature for any other purpose on IWAI office premises & Engineer-in-Charge's representative's office or houseboat, or any such things except with the written permission of the EIC and any such construction, so put up shall be removed by the contractor whenever the EIC or his representative calls upon the contractor to remove. Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the Contractor, shall be decided by the Chairman.

CLAUSE - 34: COMPLETION TIME AND EXTENSIONS

34.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

34.2 However, if the work is delayed on account of:

- i) Increase in the quantity of work to be done under the contract as per clause 16, or
- ii) Suspension of work as per clause 30 ; or
- iii) Rebuilding of work as per clause 31; or
- iv) "Force Majeure" or
- v) Any other cause which, in absolute discretion of the Engineer-in-Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

34.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.

CLAUSE – 35: COMPENSATION FOR DELAY

35.1 If the contractor fails to complete all items of works in respect of any of the sub- group/group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be allowed, he shall without prejudice to any other right or remedy of the

Authority on account of such default, pay as an ascertained/agreed compensation as per Clause No. 36.

35.2 Should however, the contractor achieve the completion of the entire works as a whole under the contract within the time or in the extended time (not due to reasons of default on the part of the contractor) as may be accorded, the Authority will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non completion of works(s) under the individual group/sub-group, as aforesaid in full, In this regard, the decision of the Engineer-in-Charge shall be final and binding.

35.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Authority

CLAUSE – 36: LIQUIDATED DAMAGES

36.1 If the contractor fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of $\frac{1}{2}$ % (half percent) per week on the total value of the contract subject to a maximum of 10% of the total value of the contract.

36.2 Should however, the contractor achieve the completion of the entire works as a whole under the contract within the time or in the extended time (not due to reasons of default on the part of the contractor) as may be accorded, the Authority will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non completion of works(s) under the individual group/sub-group, as aforesaid in full, In this regard, the decision of the Engineer-in-Charge shall be final and binding.

36.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Authority

36.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.

36.5 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

CLAUSE – 37: INSPECTION AND APPROVAL

37.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is

ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

37.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he consider it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

37.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

CLAUSE – 38: COMPLETION CERTIFICATE

38.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and terms and conditions mentioned in clause 12, 13. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the works or the works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify / replace the defective work or any part thereof or complete the work, as the case may be within such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

38.2 No certificate of completion shall be issued as stipulated above and no work be considered to be completed unless the contractor shall have removed from the work site and / or premises all his belongings / temporary arrangements brought / made by him for the site and / or premises in all respects and made the whole of the site and / or premises fit for immediate occupation / use to the satisfaction of the Engineer-in-Charge. If the contractor fails to comply with the above mentioned requirements on or before the date of completion of the work, the Engineer-in-Charge, may as he thinks fit and at the risk at cost of the contractor, fulfill such requirements and remove / dispose of the contractor's belongings / temporary arrangements, as aforesaid, and the contractor shall have no claim in this respect except for any sum realised by the sale of Contractor's belongings / temporary arrangements less the cost of fulfilling the said requirements and any other

amount that may be due from the contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such contractor's belongings / temporary arrangements then the contractor shall on demand pay the amount of such excess expenditure.

CLAUSE -39: DEFECTS LIABILITY PERIOD

The contractor shall not be responsible for any defect that may develop after acceptance of work order as awarded by EIC.

CLAUSE - 40: MEASUREMENTS

- 40.1 The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract. The daily log book signed by the representatives of the contractor and IWAI shall form the basis for all such measurements.
- 40.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Bureau of Indian Standard.
- 40.3 All items shall be entered in measurement book prescribed by the Authority so that the complete work performed under the contract is duly accounted.
- 40.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.
- 40.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 40.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 40.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in- Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or

interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.

- 40.8 Every month 3(Three) joint inspections shall be carried out wherein the contractor may have to deploy his authorised representative. The contractor shall be eligible for payment only when he has been found to have successfully maintained at least 95% of the navigational lights installed by IWAI in the entire stretch. In case of any theft/damage to the navigation light due to any account, the cost of the same shall be deducted from the contractor's bill for the said month or as decided by the Engineer in Charge. Similarly in case any mooring buoy is damaged or drifted from its position due to any reason, the contractor at his cost has to relay the same at its original position up to the satisfaction of the Engineer in Charge.

CLAUSE – 41: PAYMENT ON ACCOUNT

- 41.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).
- 41.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 41.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 41.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorised representative. Such cheque shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the EIC.
- 41.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in- Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.
- 41.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 41.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 42: TAXES, DUTIES AND LEVIES ETC.

All existing sales tax or any other tax or duty or levy such as octroi, Dhorat, royalty, terminal tax etc on all materials, including steel, wood, POL (and increase if any, on these during the currency of the contract) that the contractor has to purchase for the performance of the contract, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc.

CLAUSE – 43: PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within three months. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 44 : OVER PAYMENTS AND UNDER PAYMENTS

- 44.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 44.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 44.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 44.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period

of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.

- 44.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE - 45: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

- 45.1 The contractor shall consider all documents, correspondence, decisions and orders concerning the contract as confidential and/ or restricted in nature and he shall not divulge or allow access to them by any un-authorized person.
- 45.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the contract.

CLAUSE- 46: FINALITY CLAUSE

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carryout the work the decision of the Engineer in-Charge which shall be given in writing shall be final and binding on the contractor.

CLAUSE – 47: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

All sum payable by way of compensation to the Authority under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

CLAUSE – 48: ARBITRATION

48.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:

- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
- (ii) Within thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
- (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

48.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

48.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.

48.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.

48.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

48.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.

48.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.

48.8 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.

NOTE: In case of contract with another Public Sector Undertaking, the 21.1 to 21.8 clause shall stand deleted and the following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof." The arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

48.9 The venue of the arbitration proceeding shall be at Kolkata. It is further to clarify that both parties to this agreement hereby undertake not to have recourse to Civil Court to settle any of their disputes whatsoever arising out of this agreement except through arbitration.

PART- III

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

1. Scope of work and Technical specification:-

(i) 2 Nos. mooring buoys to be received from river in Kolkata, towed to Hemnagar and install the same at indicated locations at Hemanagar, North 24 Parganas, IBP Route, Sundarbans waterway (about 270 Km from Kolkata) to be maintained including safekeeping, relocation if any, 3 nos. mooring buoys which are already installed at Budge Budge (2 nos.), Raichak (1 No.) to be maintained including safekeeping, relocation if any. These mooring buoys are to facilitate mooring of loaded/unloaded buoys plying in Protocol Route. As per the stipulations of KoPT not more than two vessels shall be tied to each of above buoys at any point of time. Under the scope of work of this tender the contractor has to ensure that the above stipulations be followed by all cargo vessels using the mooring buoys. The contractor has to deploy suitable manpower and mechanised boats, dedicated for each mooring buoy and provide round the clock monitoring and guarding the buoy from unauthorised and over use of the buoys. The contractor has to deploy at least one mechanised boat for each mooring buoy, minimum size of the boat should be 7.6 m in length and of suitable width, in good condition, having valid licence/permit issued by the statutory authority. The boat should be powered at least by a good condition 15 BHP capacity diesel engine and should have at least two crew member posted in each boat. The contractor should keep the boat in operation for the safe keeping, monitoring and controlling the mooring buoys and the mooring work throughout the day and night. The agency shall also have to keep record of the vessels that are using the buoys, collect documents and charges as levied by IWAI from time to time and deposit the same to IWAI as directed by the Authority. The agency shall also have to interact and coordinate with KoPT/Kolkata River traffic Police, Customs, West Bengal Police and other agencies from time to time for safe keeping and safe management of the buoys. Each boat shall have to be equipped with powerful torches, life jackets, POL and other consumables as required for round the clock monitoring and safe keeping of the buoys.

(ii) IWAI has also installed 3 NM LED lights on buoys of Kolkata Port Trust installed between stretch Kolkata - Diamond Harbour (70 kms) of NW-1. Like as stated above, the contractor has to deploy at least four mechanised boats of minimum size of 7.6 m in length, of suitable width, in good condition having valid licence/permit issued by the statutory authority; the boat should be powered at least by a good condition 15BHP capacity diesel engine and should have at least two crew member posted in each boat. The contractor should keep the boat in operation for the safe keeping & monitoring the navigation buoys throughout the day and night. The agency shall also have to keep record of the lights which are operating and which are not operating, upon receipt of directive from IWAI dismantle the defective light, hand over the same to IWAI from time to time and deposit the same to IWAI as directed by the Authority. The agency shall also have to interact and coordinate with

KoPT/Kolkata River traffic Police, Customs, West Bengal Police and other agencies from time to time for safe keeping and safe management of the buoys. Each boat shall have to be equipped with powerful torches, life jackets, POL and other consumables as required for round the clock monitoring and safe keeping of the buoys. Presently 29 lights were installed which may be varied due to operational requirement and IWAI shall have absolute right for such variation. Detailed scope of work is furnished below:

The above mooring buoys and LED lights shall be maintained at their prescribed locations and secured as per following detailed scope of work

(A) Mooring buoys

- a) To regulate mooring of buoys as per KoPT. Stipulation i.e. not to allow mooring of more than two loaded/unloaded barges/vessels at any point of time. No vessels should be allowed to moor during bore tide period.
- b) To ensure the safety of buoys.
- c) To file FIR on behalf of the Authority in case of loss of any part of the mooring buoys system including chain, sinker, anchor etc. or buoy as a whole.
- d) To retrieve / reinstall buoys in case of drifting.
- e) To collect the mooring charges from the vessel operator on behalf of IWAI and deposit charges with IWAI.
- f) In case of loss of buoys/its parts ,the cost will be recovered from contractor
- g) To maintain a record of vessel mooring and fee collected from the agencies.

(B) LED lights

- a) Ensure security of 3 NM LED lights fitted on KoPT buoys in between Kolkata and Diamond Harbour against theft, loss or pilferage.
- b) Repair / maintenance of 3 NM LED lights fitted over KoPT buoys between Kolkata . Diamond Harbour. Including filing of FIR in case of loss/theft/pilferage.
- c) In case of loss of Light, the cost of light (book value) shall be recovered from the contractor.
- e) Maintaining proper performance of lights by way of continues monitoring as per the provisions in contract.

2. **SPECIAL PAYMENT TERMS**

i). Payment for installation of mooring buoys

Installation cost will be paid after satisfactory installation certification by EIC.

ii). Payment for maintenance of mooring buoys

Monthly maintenance cost will be released on proper maintenance and safekeeping of mooring buoys at their respective locations as per the directions of EIC.

iii). Payment for maintenance of 3 NM LED lights installed on KoPT buoys

- a) The payment of monthly operational cost shall be as follows: -
- a. If during a month the lights seen in all the 2 inspections are 95% or above in the specified beat operational cost is payable for the full month for the lights actually seen in the beat limited to the least number observed during two inspections.
 - b. No monthly operational cost shall be payable for the full month if the lights on buoys seen are less than 95% in any inspection during a month.
- b) The contractor should deploy sufficient mechanized inspection boats for close monitoring and the contractor shall facilitate such inspection duly deploying representative along with proper manpower.
- c) Transportation of men and material and delivery of the materials shall be under the scope of contractor. Any delays encountered in the transportation/mobilization of the men and material shall be accounted to the contractor.
- d) Care should be taken to ensure the proper holding of anchor of buoy, correct location of buoy at in upright condition etc. at the time of installation and operation period.
- e) The contract can be extended for further period on mutually agreed terms and conditions for suitable period as per requirement.
- f) Payment shall be released only when it is found that at least 95% of the light are found operated as per agreement during every inspections. At least 95% of lights shall have to be operated in order to qualify for payment.

- g) Two inspections shall be done every month, out of which at least one inspection should be at night.
- h) Payment against each buoy shall only be paid if the same is found to be anchored at proper location.
- i) The rates quoted shall include all taxes and other levies. It shall be inclusive of all cost such as material, labour, tools etc. and should be valid for entire contract period.

3. Spilt the work:-

IWAI has right to split the work and award the partial work depends on the requirement.

4. Duration of work:-

One year from the date of issue of work order. The work may be extended for another period of one year at the discretion of the Authority and the contractor shall be bound to comply the same and execute the same at the same rates and Terms & Conditions.

5. Inspection of Works:-

In addition to the provision contained in the clause-33 of general condition of contract, the Authority may inspect / supervise the work by an employee / by the officer / by the Authority or through third party / agency appointed by the Authority for such purpose.

6. Payment:-

The selected contractor shall raise the bills on monthly basis for the work actually executed during the previous month.

PART - IV

SCHEDULE OF QUANTITIES

B.O.Q for Installation of Mooring Buoy at Hemnagar, Maintenance of mooring buoys and 3 NM LED lights in between Kolkata - Diamond Harbour during the year 2012- 13						
Sl. No.	DESCRIPTION OF WORK	UNIT	QTY	RATE	AMOUNT	REMARKS
1	INSTALLATION OF MOORING BUOYS AT HEMNAGAR INCLUDING MACHINERY, LABOUR REQUIREMENT FOR REMOVING BUOYS FROM RIVER AT KOLKATA, TOWING, INSTALLATION AT HEMNAGAR, NORTH 24 PARGANAS ON PROTOCOL ROUTE IN SUNDARBANS WATERWAY AS PER DIRECTION OF EIC.	PER BUOY	02 NOS.			
2	MONTHLY CHARGES FOR MAINTAINENCE AND SAFE KEEPING OF MOORING BUOYS AT HEMNAGAR, NORTH 24 PARGANAS ON PROTOCOL ROUTE IN SUNDARBANS WATERWAY INCLUDING ALL SCOPE OF WORK FOR RECORD KEEPING, COLLECTION OF CHARGES, SAFE KEEPING AND MONITORING/MANAGEMENT & CONTROLLING OF CARGO VESSELS USING THE MOORING BUOYS AS PER DIRECTION OF EIC.	PER BUOY	2 BUOYS x 12 MONTHS = 24 BUOY MONTH			
3	MONTHLY CHARGES FOR MAINTAINENCE AND SAFE KEEPING OF MOORING BUOYS 02 NOS AT BUDGE BUDGE AND 01 AT RAYCHAK INCLUDING ALL SCOPE OF WORK FOR RECORD KEEPING, COLLECTION OF CHARGES, SAFE KEEPING AND MONITORING/MANAGEMENT & CONTROLLING OF CARGO VESSELS USING THE MOORING BUOYS AS PER DIRECTION OF EIC.	PER BUOY PER MONTH	3 BUOYS x 12 MONTHS = 36 BUOY MONTH			
4	MONTHLY CHARGES FOR REPAIR/MAINTAINENCE AND SAFE KEEPING OF SOLAR CHARGED 3 NM CAPACITY NAVIGATION LIGHTS ERECTED ON THE TOP OF STEEL NAVIGATIONAL BUOYS OF KOPT/FRP BUOY OF IWAI AS PER DIRECTION OF EIC.	PER LIGHT PER MONTH (LIGHT MONTH)	29 LIGHTS x 12 MONTHS = 348 LIGHT MONTH			
TOTAL(RUPEES IN WORDS _____)						

Note: Rate and amount must be written in both figures and words

(SIGNATURE OF TENDERER)

NAME & DESIGNATION: .
NAME OF FIRM .
DATE :

SEAL .

PART - V

Annexure - I

AGREEMENT FORMAT

This agreement made on _____ day year _____ between the Inland Waterways Authority of India (hereinafter called the `IWAI which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/S _____ (hereinafter called the CONTRACTOR which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in office) on the other part.

WHEREAS THE IWAI desirous of undertaking the works

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished

as security for the due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract hereinafter referred to:

The following documents shall be deemed to form and be read and construed as part of this agreement VIZ.

- i) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty
- ii) Information & instruction for Tenders iii)(a) Schedule: Bill of Quantity
- (b) Annexure
- iv) General Conditions of Contract
- v) Technical specifications and Special Conditions of Contract

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractors offer, minutes of meetings and correspondence between the party ended vide letter No._____ may be referred to by either party. These documents shall take precedence over the compiled documents.

The contractor hereby covenants with the IWAI to complete and maintain the %Works+in conformity in all respect, with the provisions of the agreement.

The IWAI hereby covenants to pay the contractor in consideration of such completion of works, the contract price at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

For and on behalf of

For and on behalf of

(Inland Waterways Authority of India) Contractor

Signature _____

Signature _____

Name & Designation _____ **Name & Designation** _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation _____ 2) Name & Designation _____

**BANK GUARANTEE PROFORMA FOR FURNISHING
PERFORMANCE GUARANTEE**

**To
The Chairman
Inland Waterways Authority of India
A-13, Sector-1
Noida- 201301**

In consideration for the Chairman, Inland Waterways Authority of India hereinafter called the Authority+ having agreed, under the terms and conditions of the Agreement dated _____ . made between _____ .. and _____ for the due fulfilment of the said Agreement by the Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs _____ . (Rupees _____ .) at the request of _____ . Contractor(s), We (Bank) do hereby undertake to pay to the Authority an amount not exceeding Rs _____ against any loss or damage caused to or suffered, or would be caused to or suffered by the Authority by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ . do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the authority by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) s failure to perform the said Agreement,. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____ ..

3. We undertake to pay the authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers(s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, _____ . further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully and its claim satisfied or discharge or till _____ . Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contactor(s) and accordingly discharges this Guarantee

PROFORMA - I

TIME SCHEDULE

SUB: Tender document for Installation, maintenance & safekeeping of 02 nos mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterway), Maintenance and safekeeping of 3 nos mooring buoys (2 nos. at Budge Budge and 1 no. at Raychak) and 29 nos 3 NM LED lights installed on KoPT buoys between Kolkata - Diamond Harbour on National Waterway-1

Sl. No.	Work Schedule	Period of work (No of Days/weeks required)
1	Installation of 2 nos. mooring buoys at Hemnagar, North 24 Parganas, IBP Route (Sundarbans waterways)	

(Signature of Tenderer)