

# TENDER DOCUMENT

WORK CONTRACT OF VESSEL CREW FOR OPERATION, MAINTENANCE, SAFETY & SECURITY OF VESSELS / DREDGERS / FLOATING CRAFTS AND OTHER RELATED WORKS ON WATERWAYS UNDER RO KOCHI (NW-3,8 &9)



June 2024

**E-TENDER No. IWAI/COCH/MM(63)/2024-25/29**



भारतीय अंतर्देशीय जलमार्ग प्राधिकरण

**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Ports, Shipping and Waterways, Govt. of India)

(पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार)

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## **Section-1**

## Letter of Invitation

Works Contract of Vessels Crew for Operation, Maintenance, Safety & Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-3,8&9):-

1. E-Tenders in two cover system are invited on behalf of Inland Waterways Authority of India, for providing " Works Contract of Vessels Crew for Operation, Maintenance, Safety & Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-3,8&9)"
- 2.

Sl. No.	Name of The work	Estimated Cost (Rs. in Lakhs) for 12 months	EMD (Rs in lakh )	Duration of work
1	Works Contract of Vessels Crew for Operation, Maintenance, Safety & Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-3,8&9).(The quantity is as per requirement which shall be increased /decreased).	<b>64.44 without GST</b>	<b>1.29</b>	<b>12 months</b>

3. Date of Download & Time: 18.6.2024, 16.00Hrs.
4. Bid Submission date & Time:-25.6.2023,15:00Hrs
5. Bid Closing date &Time:4.7.2024, 15:00Hrs
6. Bid Opening Date&Time:5.7.2024,15:30 Hrs
7. Pre Bid Meeting :24.6.2024, 15.00 hrs
8. The broad scope of work is:
  - 8.1 Management of operation and maintenance of vessels as per requirement
  - 8.2 Planning, Supervision and monitoring of dredging activities and

- operation of vessels work.
- 8.3 Maintenance of records during execution of works.
- 8.4 Compliance with Technical SOP
- 8.5 Compliance of schedule of maintenance by crews
- 8.6 Preparation of daily, weekly fortnightly, monthly, quarterly progress report reports of ongoing activities of related works.
- 8.7 Maintain monthly record of consumption of consumables and place fresh demand to ensure Minimum stock level.
- 8.8 Operation, repair and maintenance works of vessels, mechanical and other related works.
- 8.9 Management of vessels running defects
- 8.10 Record and report incidents / accidents to RO
- 8.11 Ensure safety and safe keeping of vessel from any damage to equipment's, accidents etc
- 8.12 Daily routine maintenance works and maintaining log book of vessels.
- 8.13 Monitoring and certification of any repair / maintenance work by third party for completeness to be verified by RO.
- 8.14 Undertaking all other duties and functions for satisfactory completion of the project as representative of Engineer-in-Charge.
- 8.15 All manning to comply with Inland Vessels Manning rule , 2022.
  
- 9. The firms (Bidder) having proven competence, capacity and experience in the vessel management projects and other projects having similar nature of work of comparable size are eligible to submit their bid for the supervision work. The Bidder should have successfully supervised/executed vessel operations /O&M of vessels in at least one of comparable nature during last 7 years as detailed below:
  - a. Execution, supervision of One IWT vessel management work costing not less than 80% of the estimated cost.
  - b. Execution, supervision of Two IWT vessel management work costing not less than 50% of the estimated cost each, or
  - c. Execution, supervision of Three IWT vessel management work costing not less than 40% of the estimated cost each.

Note: The successful completion of the similar work should be supported with a completion certificate indicating the value of work issued by the department/agency for which the work has been executed.

- Latest certificate of solvency from nationalized/scheduled Bank included in the second schedule of the RBI Act for not less than the **Rs.25.78 Lakhs**
- Average annual financial turnover on consultancy works should be atleast 30% of the estimated cost during the immediate last 3 consecutive financial years.
- Should have GST registration number.

**10 The bidders shall submit the scanned copy of following documents alongwith the Technical bid (Cover-1).**

- i) Firms credentials as perform at prescribed in SECTION-3 of RFP
- ii) Technical proposal as per formats prescribed in SECTION-4 of RFP
- iii) Tables showing organizational strength including manpower, other resources etc.
- iv) Details of similar works with reference to para 9 above along with certificates of satisfactory completion issued by respective Employers
- v) Scanned copy of demand draft or NEFT or RTGS towards the tender cost and EMD as specified
- vi) Certificate of solvency from nationalized/scheduled Bank included in the second schedule of the RBI Act for not less than 25.78 lakhs
- vii) Permanent Account Number issued by Income Tax Deptt
- viii) GST registration certificate

- ix) Annual turnover certificate for the last three years and audited financial statements (2020-21, 2021-22 & 2022-23) for the last three years with UDIN certificate by Chartered Accountant.
  - x) Power of Attorney for signing of tender.
  - xi) Scanned copy of duly filled and signed tender acceptance letter as per APPENDIX B-7.
  - xii) Any other proof/document considered relevant in the context of the proposed assignment.
  - xiii) Bid validity period shall be 120 days after the last date of Bid Submissions as mentioned in the Data sheet.
  - xiv) Availability of office of service provider: an office of the service provider must be located in the state of Kerala. DOCUMENT EVIDENCE to be submitted.
  - xv) Scanned copy of duly signed entire tender document.
11. The bid shall be evaluated as per the evaluation criteria indicated in Instructions to Bidder (Part-II)-Data sheet of the bid.
  12. The works are required to be completed within stipulated project period of 12 months from the Commencement date of sign of the agreement.
  13. The tender document can be downloaded from the IWAI's website [www.iwai.nic.in](http://www.iwai.nic.in) and CPP Portal Website <https://eprocure.gov.in/eprocure/app>. Bidders participating in e-tender process are required to furnish a Non-refundable NEFT/RTGS for Rs.5,000/- incl GST (Rupees Five thousand only) towards the tender cost as detailed as clause 5(xvi) of Section 2, in favour of 'IWAI fund' payable at Patna so as to reach to the tender inviting officer before last date and time of submission of tender and upload a copy of the same in technical bid. The Bids are to be submitted only online at <https://eprocure.gov.in/eprocure/app>. MSE's as defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprise (MSME) or start ups as recognized by Department of Promotion of Industrial and Internal trade (DPIIT) are exempt from submitting the Tender Fee on submissions of documents to the extent as per the Government of India notifications.
  14. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 15:00 hours on 4.7.2024 and will be opened online on 5.7.2024 at 15:30 hours at IWAI, Maradu Kochi-682304.

15. The contract duration is 12 months from the date of issuance of Letter of Acceptance.
16. In case the above scheduled dates are declared public holidays the tenders will be received and opened at the same time on next working day.
17. The tenderer / bidder shall submit Tender Cost and EMD in the form of NEFT/RTGS as prescribed before closing date and time of submission of tender. Any/all submissions made without the Earnest Money Deposit and without the Tender Cost and/or received after the closing date mentioned shall be rejected.
18. The Inland Waterways Authority of India reserves the right to cancel the tender or reject the proposal of any or all the tenderers without assigning any reason.

Director,  
IWAI, Kochi



## **Section 2**

## **Instructions to Bidders**

### **Part-I Standard Instructions**

#### **1. Definitions**

- a) "Employer" means the Chairman, Inland Waterways Authority of India, Ministry of Shipping, Govt. of India, Noida.
- b) "Bidder" means any entity or person or association of person who have been shortlisted to submit their proposals to provide the Services to the Employer or with whom the Employer has entered into a contract to provide the said Services. Joint Venture companies are not covered by this term.
- c) "Contract" means the contract signed by the parties and all the attached documents listed in the Tender Document.
- d) "Day" means calendar day.
- e) "Government" means the Government of India
- f) "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;
- g) "Proposal" means the Technical Proposal and the Financial Proposal.
- h) "RFP" means the Request for Proposal prepared by the Employer for the selection of Supervision Firm.
- i) "Assignment" means the work to be performed by the Bidder pursuant to the Contract.
- j) "Terms of Reference" (TOR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the Assignment.
- k) "Services" means the work to be performed by the Bidder pursuant to the Contract.

#### **2. Introduction**

- 2.1 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).

2.2 This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by

Paying a visit to the Employer and the project site, sending written queries to the Employer, before the date and time specified in the Data Sheet.

2.3 Bidder to note that (i) the costs of preparing the proposal for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) IWAI is not bound to accept any of the proposals received by it and reserves the right to cancel the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder. The pre-proposal conference shall be held as per schedule specified in Data Sheet.

2.4 In order to avoid conflict of interest situations, any firm associated with IWAI for the above project as Design Bidder for preparation of Detail Project Report shall not be permitted to submit proposal for providing the consultancy services as Supervision Bidder for this project.

2.5 Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract and/or any other action as deemed

fit by the Authority at any stage.

- 2.6 It is the IWAI's policy that the Bidder observes the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the IWAI:
- a. Defines, for the purpose of this paragraph, the terms set forth below as follows:
    - i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - iii. "collusive practices" means a scheme or arrangement between two or more Bidder with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
    - iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - b. Will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - c. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

- d. Will have the right to require that a provision be included requiring Bidder to permit the IWAI to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of IWAI.

2.7 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Bidder shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

2.8 The Data Sheet indicates how long Bidder' Proposals must remain valid after the submission date. During this period, Bidder shall maintain the availability of Professional staff nominated in the Proposal. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Bidder to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidder could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.

### **3. Clarifications and Amendment of RFP Documents**

- 3.1 The Bidder may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Pre- Proposal meeting date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Employer's address indicated in the Data Sheet.
- 3.2 At any time before the submission of Proposals, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum will be hosted on IWAI website which will be binding on them. The Employer may at its discretion extend the deadline for the submission of Proposal.

#### **4. Preparation of Proposal**

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal.

#### **Part 1: Technical Proposal**

4.1 The Bidders are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at their own risk and may result in rejection of the proposal.

During preparation of the Technical proposal, Bidders may give particular attention to the following:

- a) The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award.
- b) The Bidder should prefer to field as many of their permanent/supplied staff as possible and higher marks shall be given in this regard. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Please enclose evidence (e.g: Pay roll, Auditor's Certificate) in this regard. More weightage will be given to those key personnel who are employed with more years with the firm.
- c) No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and
- d) A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.

- e) For Key Personnel e.g. Team Leader cum Resident Engineer, Sr. Civil Engineer cum Contract specialist, Mechanical Engineer, Electrical Engineer, Quality Control Expert, and Safety Expert, the Bidder should prefer candidates having worked on similar Projects. Such personnel shall be rated higher than the candidates having no such experience at all.

4.2 The Technical Proposal must provide the following information, using the formats attached in the Section 3 & 4.

- a) A brief description of the firm's organisation and an outline of recent experience of the Bidder on assignments of a similar nature. The information which Bidder shall provide on each assignment should

indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement. The details of assignments on hand shall also be furnished.

- b) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;
- c) Deployment Schedule for each personnel should be formulated and incorporated in the Technical Proposal.
- d) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- e) Any additional information.

4.2 The technical proposal must not include any financial information.

## **Part2: Financial Proposal**

- 4.3. The Financial Proposal must be strictly using the formats attached in Section 5. and detailed estimate in annexure B/ clause 7 of Section 6, No additional items/quantities other than that specified in the formats should be proposed by the Bidder since the same shall not be considered for the evaluation/award.
- 4.4. The Financial Proposal should include, the local/central taxes (including social security), duties, fees, levies including all other taxes and other charges imposed under the applicable law, on the Bidder, the sub-Bidder, and their personnel; unless the Data Sheet specifies otherwise, except GST.
- 4.5 Bidder may express the price of their services in Indian Rupees only.
- 4.6 The GST, however, shall be considered for release on reimbursement basis subject to the condition that Bidder submits the proof of deposit of the same.
- 4.7. The rate quoted for different person in the BOQ should be balanced. Quoting arbitrarily very low or very high rate for a particular person may lead to disqualification of bid.

## **5. Submission, Receipt and Opening of Proposals**

Preparation & Submission of Applications:

Detailed RFP may be downloaded from [https://\\_www.iwai.nic.in](https://_www.iwai.nic.in) and <https://eprocure.gov.in/eprocure/app>. and the Application may be submitted online following the instructions as given below:

- i) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the bidder/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.



- ii) Bidder should do the enrollment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available" Enroll Here" on the home page. Portal. Enrollment is free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the bidders through e-mail ID provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- iv) Bidder/Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi) Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders' he/she is interested in.
- vii) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.

- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- xi) From the favourites folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- xiv) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the Tender Fee/EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for. The EMD will be

refunded after award of work to the successful bidder. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India notifications in this regard. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

- i.) Name of Bank Account:** INLAND WATERWAYS  
AUTHORITY OF INDIA
- ii.) Bank Name and Address:** State Bank of India,  
Vytila Branch, Kochi,  
Kerala
- iii.) Bank Account Number:** 39360627884
- iv.) IFSC:** SBIN0008694

- xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- xix) The details of the accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document

and are clear about the requirements of the tender requirements.

- xxi) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- xxii) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder else the bid submitted is liable to be rejected for this tender.
- xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiv) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- xxv) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- xxvi) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- xxvii) All the data being entered by the bidders would be

encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxviii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xxix) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxx) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxxi) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

xxxii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315

Technical proposal should include the scanned copies of all the documents indicated in clause 10 of "Letter of Invitation" of RFP.

Financial proposal shall be submitted as per format prescribed in SECTION-5 of RFP.

The Bidder shall submit the duly signed and stamped copies of

the documents as specified in clause 10 of "Letter of Invitation" together with their respective enclosures. The Tender fee

and EMD should be submitted on or before last date and time of submission of bid to:

Director,  
Inland Waterways Authority of India,  
Maradu, P.O.- Kannadikkadu, Kochi- 682304.

The Bidder shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. 5.2 & 5.3 above on the <https://eprocure.gov.in/eprocure/app> before 15:00 hours Indian Standard Time on the Application due date i.e. on 4.7.2024.

It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or ZIP only.

Modification / Substitution/ Withdrawal of bids:

- i. The Bidder may modify, substitute or withdraw its e- bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

Opening and Evaluation of Applications:

- i. Opening of Proposals will be done through online for Financial Proposal and both online and offline for Technical Proposal.
- ii. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non- responsive.

- iii. The Authority shall open Envelope containing Technical Proposal received as mentioned in Clause nos. 5.2 at 15:00 hours Indian Standard Time on the Application due date in the presence of the Applicants who choose to attend. This Authority will subsequently open the Technical Proposal as mentioned in Clause no.5.2 above and evaluate the Applications in accordance with the provisions set out in the RFP.
- iv. The Financial Proposal will be opened of the short listed applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

#### Bidder's Proposal

- i. Broad job-description and minimum qualification and experience requirements for personnel to be deployed (as per annexure –A) are given in Annexure-B

### **6. Evaluation:**

- 6.1 A two-stage procedure shall be adopted for evaluating the proposals.

#### **Technical Proposal**

- 6.2 The Evaluation Committee appointed by the IWAI shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score ( $S_T$ .) Technical Proposals securing 75 points or more shall be short-listed for evaluation of their Financial Proposals. However, if the number of such pre-qualified Bidder is less than two, the Employer may, in its sole discretion, pre-qualify the Bidder whose technical score is more than 60 points, provided that in such an event, the total number of pre-qualified and shortlisted Bidder shall not

exceed two.

## **Financial Proposal**

- 6.3 After the evaluation of Technical Proposals is completed and finalized, IWAI will open the Financial Proposals of only technically Qualified Bidders after due notification on the e-procure website, indicating the date and time set for opening of the Financial Proposals.
- 6.4 The Financial Proposals shall be opened publicly in the presence of the Bidder' representatives who choose to attend.
- 6.5 The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Bidder shall, however, be required to carryout such obligations without any additional compensation. In case under such circumstances, if Employer feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 6.6 Each Financial Proposal shall be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal shall be considered. The Evaluation Committee shall determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Bidder. The lowest financial proposal will be given a financial score (S<sub>F</sub>) of 100 points. The financial score of other financial proposals will be computes as follows:

$$(S_F) = 100 \times (F_M) / F \quad \text{where } F = \text{Amount of Financial Proposal,}$$

$$F_M = \text{Lowest financial proposal received}$$



Proposals will finally be ranked according to their combined technical( $S_T$ ) and financial score( $S_F$ ) as follows:

$$S=(S_T) \times T_W+(S_F) \times F_W$$

Where,  $T_W$  and  $F_W$  are weights assigned to technical and financial proposal that shall be 0.7 and 0.3 respectively.

- 6.7 Method of Selection: Quality and Cost Based Selection (QCBS).  
The work will be awarded to the Bidder having Highest score.

## **7. Award of Contract**

- 7.1 After completing all the formalities / scrutinizing the proposal, the Employer shall issue a Work Order to the selected Bidder. The selected Bidder will have to sign the contract after fulfilling all the formalities/pre-conditions mentioned in the RFP within 15 days of issuance of the Letter of Acceptance/Work Order duly furnishing the requisite Performance Security as per clause 9 of General Conditions of Contract.
- 7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the datasheet.

## **8. Performance Clause**

Bidder shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising and ensuring that the construction of the project takes place in accordance with the provisions of the Contract Agreement with the executing agency. Failure of the agency to notifying IWAI and the executing/repair agency on non-compliance of the provisions of the Contract agreement with the construction agency, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

## **DATA SHEET**

1. The proposal shall be valid for 120 days after the last date of submission- Refer Clause 2.8 of Instructions to Bidders
2. Clarification may be requested 2 days prior to Pre Proposal Conference if any. The address for requesting clarification is:  
  
Director IWAI, Kochi-682304,  
email: dirpat@iwai.gov.in - Refer clause 3.1 of "Instruction to Bidder".
3. The Language of documents and correspondence will be English- Refer Clause-4.1 of "Instruction to Bidder".
4. All the personnel shall have working knowledge of English and all the reports etc shall be written in English- Refer Clause 4.3 of "Instruction to Bidder".
5. IWAI shall reimburse only GST and Employers share of statutory compliances EPF, ESI, Gratuity, Bonus, etc, as applicable (alternate medical insurance should be provided for the category of staff who are not eligible for ESI) the rates for employers share of statutory dues are mentioned in Clause 7 of TOR and the same will be reimbursed on actual basis with service charge for which prior approval may be taken. Refer Clause 4.7, of "Instruction to Bidder".
6. Method of Selection is QCBS method. The work shall be awarded to the bidder having highest score as indicated in ITB Section 2.
7. The points assigned to Technical Evaluation criteria are:

S.No	Description	Max.Marks
i.	Relevant experience for the assignment	100
	Total	100

- (i) Sub criteria for Relevant Experience of the firm for the assignment

Year of Establishment of the Firm ( <b>Maximum score 20 points</b> )	Score	Remarks
Less than 3 year	5	Copy of registration certificate
More than 3 year and less than 5years	10	
More than 5 years and less than 7years	15	
More than 7 years	20	
Average Annual Turnover (last 3 years) ( <b>Maximum score 10 points</b> )		
More than 64.44 Lakhs	5	Copy of CA certificate with UDIN
More than 128.88 Lakhs	10	
Number of personnel with the firm having completed in past 03 years ( <b>Maximums score 20 points</b> )		
Number of Personnel engaged in similar work less than and equal to 17	5	Copy of wages register
Number of Personnel engaged in similar work more than 17 and less than and equal to 27	10	
Number of Personnel engaged in similar work more than 27	20	
<b>(Maximum score 50 points)</b>	Score	Remarks
(i) One IWT project having not less than Rs. <b>51.55 Lakhs</b> ,	10	Work Completion Certificate indicating the project cost should be submitted substantiating the experience claimed by the firm.
(ii) Two IWT project having not less than Rs. <b>32.22 Lakhs</b> ,	30	
(iii) Three IWT project having not less than Rs. <b>25.776 Lakhs</b> ,	50	

8. Commencement of Assignment: The firm shall begin carrying out the services within 15 days of signing of the Agreement-Refer Clause 7.2 of "Instruction to Bidder".
9. Location of Project: waterways (NW-3,8&9), under R.O. IWAI, Kochi - Refer Clause 7.2 of "Instruction to Bidder".

### **Section 3**

**Format for Submission of Firm’s Credentials**

**A. Firm’s credentials**

- (i) Bidder’s Organization: Provide here a brief description of the background and organization of your firm/entity for this Assignment. The brief description should include:
- (ii) Ownership details
- (iii) Year of Establishment of Firm
- (iv) Date and place of incorporation of the firm
- (v) Objectives of the firm etc.
- (vi) General organizational capability and resources
- (vii) Average annual turnover (last three years)

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2020-21, FY 2021-22 and 2022-23). In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect duly certified by statutory body like Chartered Accountant or Independent Auditor who are competent to do so as recognized by the state concerned

**B. Credentials of the services provided by the Firm during past 03 years:**

S l. No.	Empl oyer’s name & Addre ss	Assig nmen t name	Descri ption of Projec t	Cost of the contr act (in Rupe es)	Duratio n of Assign ment (month s)	Start date(mo nth/yea r)	Comple tion date (month/ year)	Rema rks
1								
2								
3								

Note: Please provide documentary evidence from the Employer i.e completion certificate indicating value of work for each of above mentioned assignment. The experience may not be considered for evaluation if such requisite support documents are not provided with the proposal.

## **Section 4**

**Formats for Submission of Technical Proposal**

Appendix B-1	Proposal submission form
Appendix B-2	Composition of the Team
Appendix B-3	Time schedule for deployment of Professional staff
Appendix B-4	Draft Integrity Pact.
Appendix B-5	Tender acceptance letter



## **AppendixB-1: Form of Tender**

To,

The Director  
IWAI, Kochi

**Subject:** Submission of Technical and Financial Proposal for Works Contract of Vessels Crew for Operation, Maintenance, Safety & Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-3,8&9).

Dear Sir,

1. Having examined the information and instructions for submission of tender, General & Special Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and forms, etc. for the above named works, I/We (Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I / We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am / are tendering for the works mentioned in the table below and submitting the EMD in the form of RTGS / NEFT in favour of IWAI Fund payable at Kochi from Nationalized / Scheduled bank of India as per the details given therein:
4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our EMD, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained

or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on EMD and/ or Security Deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.

7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereto shall constitute a binding contract.

8. I/We also declare that the firm has not been debarred / blacklisted during the last three years. Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.

9. I/ We understand that IWAI is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.

10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date..... Signature.....

Name .....

Designation .....

duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)M/s .....

.....

Telephone no's.....FAX No.....

Email ID: .....

### **Appendix B-2: Team Composition**

Sl. no.	Personnel to be deployed	Minimum No. of personnel	No. of Days for engaged in a month	Work to be performed
1	Amphibian dredger operator (ADO)	1	30	<ul style="list-style-type: none"> <li>• Planning, Supervision and monitoring the dredging activity AND dredging units/fleets.</li> <li>• To ensure filling of daily basis logbook of dredgers/fleets.</li> <li>• To check, POL Stock in daily basis and maintain in logbooks accordingly.</li> <li>• Look after of repair and maintenances of dredging units/fleets.</li> <li>• Daily routine maintenance work of dredging units/fleets.</li> <li>• To assist the logistics support as per requirement of dredging units/fleets.</li> <li>• Operation of the dredger in Co-ordination/liaison with crew and superior/nodal officer.</li> <li>• Assist for preparation of daily, weekly, fortnightly, monthly, quarterly progress report of dredging activity and other related work.</li> <li>• Undertaking all other duties and functions for satisfactory completion of the assigned work and maintain the safety and security of the dredging units/fleets.</li> </ul>

2	Dredge Control Operator (D.C.O)	1	30	<ul style="list-style-type: none"> <li>• Planning, Supervision and monitoring the dredging activity AND dredging units/fleets.</li> <li>• To ensure filling of daily basis logbook of dredgers/fleets.</li> <li>• To check, POL Stock in daily basis and maintain in logbooks accordingly.</li> <li>• Look after of repair and maintenances of dredging units/fleets.</li> <li>• Daily routine maintenance work of dredging units/fleets.</li> <li>• To assist the logistics support as per requirement of dredging units/fleets.</li> <li>• Operation of the dredger in Co-ordination/liaison with crew and superior/nodal officer.</li> <li>• Assist for preparation of daily, weekly, fortnightly, monthly, quarterly progress report of dredging activity and other related work.</li> <li>• Undertaking all other duties and functions for satisfactory completion of the assigned work and maintain the safety and security of the dredging units/fleets.</li> </ul>
3	Master-3 <sup>rd</sup>	2	30	<ul style="list-style-type: none"> <li>• Planning of plying of vessels and safety &amp; security of Vessels.</li> <li>• Operation &amp; maintenance of vessel.</li> <li>• Maintain Daily routine work of deck side and log book of vessels.</li> <li>• Preparation of daily, weekly, fortnightly, monthly, quarterly progress report of</li> </ul>

				<p>vessels and other related work.</p> <ul style="list-style-type: none"> <li>• Co-ordination/liaison between the nodal officers/superior/crew member and other related agency for related works.</li> <li>• Undertaking all other duties and functions for satisfactory completion of the assigned work</li> </ul>
4	Driver-2 <sup>nd</sup>	4	30	<ul style="list-style-type: none"> <li>• Planning of maintenance of engines and other machineries of vessels and safety &amp; security of vessel.</li> <li>• Operation, repair &amp; maintenance of engines and other machineries of vessels</li> <li>• Maintaining of daily routine work of engine side and log book of vessels.</li> <li>• Repair &amp; maintenances of all equipments /Machineries as required as per your capacity.</li> <li>• Preparation of daily, weekly, fortnightly, monthly, quarterly progress report of vessel and other related work.</li> <li>• Co-ordination between officers / superior / crew member and other related agency for related works.</li> <li>• Undertaking all other duties and functions for satisfactory completion of the assigned work/assigned by superior.</li> </ul>
5.	Greaser	2	30	<ul style="list-style-type: none"> <li>• Assist to driver for planning of maintenance of engines and other machineries of vessels and safety &amp; security of vessel.</li> <li>• Daily operation, maintenance &amp; cleaning of</li> </ul>

				<p>engines room/ engines side and other machineries of vessels and assist to Maintain engine side log book of vessels.</p> <ul style="list-style-type: none"> <li>• Co-ordination between officers / superior / crew member and other related agency for related works.</li> <li>• Co-ordination between drivers / superior / crew member and other related agency for related works.</li> <li>• Undertaking all other duties and functions for satisfactory completion of the assigned work/assigned by superior.</li> </ul>
6.	Lascar	5	30	<ul style="list-style-type: none"> <li>• Assist to master for plying of vessels and safety &amp; security of Vessels.</li> <li>• Daily routine work for cleaning, mopping etc of deck side of vessels.</li> <li>• Work for mooring&amp; pinning of vessels for safety and security purposed.</li> <li>• Daily maintaining/cleaning/mopping of deck side of vessels and other job assigned by vessels Masters.</li> <li>• Co-ordination between master/drivers / superior / crew member and other related agency for related works.</li> <li>• Undertaking all other duties and functions for satisfactory completion of the assigned work/assigned by superior.</li> </ul>
7.	Cook	2	30	<ul style="list-style-type: none"> <li>• Making food and cleaning &amp; maintaining of kitchen of the vessels.</li> <li>• Maintaining &amp; monitoring of all domestic utensil.</li> <li>• Assist to Greaser/lascar for</li> </ul>

				<p>operation &amp; maintenance of vessels as per requirements.</p> <ul style="list-style-type: none"><li>• Co-ordination between master/drivers / superior / crew member and other related agency for related works.</li><li>• Undertaking all other duties and functions for satisfactory completion of the assigned work/assigned by superior.</li></ul>
--	--	--	--	--

**AppendixB-3: Activity Schedule**

<b>S no</b>	<b>Position</b>	<b>Activity</b>	<b>No of Day</b>	<b>Deployment period</b>	<b>Remarks</b>
<b>1</b>	Amphibian Dredger Operator (A.D.O)	As per Appendix B-2	<b>30</b>	<b>January'2025 toJuly'2025</b>	ADO will be engaged for 7 months
<b>2</b>	Dredge Control operator (D.C.O)	As per Appendix B-2	<b>30</b>	<b>August'2024 to July'2025</b>	
<b>3</b>	Master 3 <sup>rd</sup> class	As per Appendix B-2	<b>30</b>	<b>August'2024 to July'2025</b>	
<b>4</b>	Driver 2 <sup>nd</sup> Class	As per Appendix B-2	<b>30</b>	<b>August'2024 to July'2025</b>	
<b>5</b>	Greaser	As per Appendix B-2	<b>30</b>	<b>August'2024 to July'2025</b>	
<b>6</b>	Lascar	As per Appendix B-2	<b>30</b>	<b>August'2024 to July'2025</b>	
<b>7</b>	Cook	As per Appendix B-2	<b>30</b>	<b>August'2024 to July'2025</b>	



**Appendix B-4: Integrity Pact**

**To be signed by the bidders' and same signatory  
competent/ authorized to sign the  
relevant contract on behalf of IWAI.**

This Integrity Agreement is made at ..... on this ..... day of  
..... 2024

BETWEEN

Chairperson, Inland Waterways Authority of India represented through  
-----, Inland  
Waterways Authority of India, A - 13, Sec. - 1, Noida.

IWAI, (Hereinafter referred as the 'Principal/ Owner', which  
expression shall unless repugnant to the meaning or context hereof  
include its successors and permitted assigns)

AND

.....  
.....

(Name and Address of the  
Individual/firm/Company) through .(Hereinafter referred  
to as the

(Details of duly authorized signatory)  
"Bidder/Contractor" and which expression shall unless repugnant  
to the meaning or context hereof include its successors and  
permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No I)  
(hereinafter  
referred to as "Tender/Bid") and intends to award, under laid down  
organizational procedure, contract for Consultancy services Works  
Contract of Vessels Crew for Operation, Maintenance, Safety &  
Security of Vessels/Dredgers/Floating Crafts and Other Related  
Works on waterways under RO Kochi (NW-3,8&9)" hereinafter  
referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

## **Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/ Contractor(s)**

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process or award of a contract.

2. The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/ Contractor(s) will not, directly or through any

other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.

b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to

influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the Contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further

investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors**

- 1) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 2) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor after expiry of 03 months after the completion of work under the contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IWAI.

**Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder)

WITNESSES:

1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place: Date :



**Appendix B-5: Tender Acceptance Letter**  
**(To be given on Company Letter Head)**

Date:

To,

THE DIRECTOR,  
INLAND WATERWAYS AUTHORITY OF INDIA,  
Maradu, P.O.- Kannadikkadu,  
Kochi- 682304.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **Tender No.** .....

Name of Tender / Work: - .....

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: [www.iwai.nic.in](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No.to\_\_\_(including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The minutes of the pre-bid meeting and/ or corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / minutes of the pre-bid meeting/corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official

## **Section-5**

## Financial Proposal

Works Contract of Vessels Crew for Operation, Maintenance, Safety & Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-1,8&9)..

Sl. No.	Nature of Work	Qty.	Unit	Total rates includes consolidated rate with provision for reimbursement of all statutory dues of employer share and project supervision service charges. excl GST	Total Amount excluding GST Rs. P.	
1	2	3	4	5	6= ((5)*3)	
1.01	Works Contract of Vessels Crew for Operation, Maintenance, Safety & Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-3,8&9).					
Total in Figures	Total Cost of project supervision services including Manpower costs and Project supervision cost and excluding (GST & reimbursable cost of items of sl.no1.2.1,1.2.2,1.2.3 of clause no 7 of TOR)	12	months	5,36,985	64,43,820	
	Total Financial Bid: Quoted by bidder in percentage at Par/Below Par/Above Par on total Cost of PROJECT SUPERVISION SERVICES as above excluding GST and including all the statutory due as per the provision of labour act and relevant provision of law.			SELECT	Type Percentage	0.00

**NOTE:**

1. The rates quoted by the firm shall be excluding of the GST. GST will be payable as applicable.
2. Bidder to quote one single unique% (percentage) at par, below par or above par against the given value.
3. The above rates are consolidated rates inclusive of wages and employees share

of statutory compliances EPF, ESI and Employers share of statutory compliances EPF, ESI, Gratuity, Bonus, etc, as applicable (alternate medical insurance should be provided for the category of staff who are not eligible for ESI) and the same will be reimbursed on actual basis with service charge and GST as mentioned in clause no 7 of TOR.

4. The financial evaluation shall be based on the above Financial Bid.
5. The above quote includes all costs.
6. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
7. Total Cost of project supervision services including Manpower costs and Project supervision cost and excluding (GST & reimbursable cost of items of sl.no1.2.1,1.2.2,1.2.3 of clause no 7 of TOR)

## **Section-6**

## Terms of Reference

### AREA OF OPERATION & DURATION

(a) The Manpower will be engaged would be liable to be posted at the work site on waterways (Nw-3,8,&9) as per the direction of E-I-C under IWAI, Kochi Regional Office.

(b) The total period for **Works Contract of Vessels Crew for Operation, Maintenance, Safety & Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-3,8&9)** shall be initially for one year from the date of issue/acceptance of the work order and extendable on satisfactory performance for further one or two year.

#### **1. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR/DEPLOYED PERSONAL:**

a) The bidder has to supply the total requirement of personnel of different categories indicated in schedule depending upon the requirement and as directed by the EIC of the work, as and when required. The number of persons in each category may increase or decrease.

b) The contractor should maintain adequate number of Manpower in reserve in their pay roll so that weekly off, Gazetted holidays and other leaves and exigencies can be accommodated by the contractor.

c) The selection of personnel should be made as per **essential qualification** and preference may be given to persons who have already worked with IWAI in various capacities as well as Ex-Serviceman having adequate experience in appropriate field. The contractor shall comply with the provision of Statutory Authority applicable in relation to execution of works.

d) The manpower deployed by the contractor should have to undertake total responsibilities of the job in which they will be deployed and ensure for total safety and security of the same including keeping the same in a neat and clean and in operational condition.

e) Any manpower found absent from duty during his allotted work will be treated as absent.

- f) The contractors have to ensure that the remuneration/salary payable by him is paid on time every month. The proof of remittance of statutory deductions like EPF & ESI with appropriate authorities is to be submitted along with monthly R.A. bill.
- g) Contractor shall provide Bio-data with qualification and experience certificate alongwith photo copy of Aadhar Card and 02 nos. recent photographs.
- h) The contractor shall ensure that the generation of reports on operation, maintenance, log books as per Sop is strictly complied and rendered to RO Kochi.
- i) The Contractor should have local Office in Kochi.

1. **STATUS OF ENGAGEMENT:**

The engagement of manpower from contractor is purely on temporary basis and limited to for the period of the contract. The individual will not have any claim for absorption in IWAI on a regular basis for having been engaged for a specific period. To ensure such action the contractor should enter into an agreement with every individual to the effect that they will not have any claim for absorption on a regular basis irrespective of duration of engagement.

2. **MINIMUM CONSOLIDATED EMOLUMENTS AND STATUTORY ALLOWANCES:**

The tenderer has to ensure that the remuneration as per CTO (Clause 7 of ToR) is to be paid to respective category of manpower. All the statutory allowances such as PF, ESI, Bonus, Group Insurance are to be provided to each personal as prevailing and accordingly tenderer has to ensure for opening their deposit to the concerned organization as per the procedure in this regard.

It is also to be insured that the remuneration to be paid to personal through scheduled/commercial bank accounts having valid bank account no

3. **OPERATION:**

The manpower shall be under the control of Director, IWAI, Kochi and manpower shall be bound to carry out all legal and feasible work ordered by the concerned field Director of IWAI or his authorized officer.

The manpower shall be ready for work on receiving order from the authorized officer.

#### **4. OPERATIONAL MODE AND CHARGES:**

Normal working hours shall be 8 hrs. per day for 6 days a week. For any working hours beyond 8 hrs. and for working on holidays extra payment on hourly basis (proportionate to salary for 8 hrs. duty) shall be admissible as per the rule of the Authority in this regard. One hour to be deducted as free from extra duty performed either before or after working hours, beyond the prescribed hours of work. The manpower supplied shall be having same closed holidays (Gazetted) as admissible/applicable to employees of IWAI Regional office. The rate for over time payment shall be as given below:

- a. For all category on working days @ Rs. 15.85 per hour
- b. For all category on holiday @ Rs. 21.15 per hour and maximum 8 hrs. a day.
- c. The total Over Time Allowances (OTA) is admissible for maximum 40 hrs. in a month.

#### **5. OTHERS**

(a) The contractor shall provide the personnel with working uniforms, safety accessories like boots, helmets, bedding & winter clothing etc. and IWAI shall not be liable to supply any such item except statutory LSA, FFA on board the dredger. The contractor shall be responsible for medical expenses etc. of the manpower during the duty. The manpower shall be in uniform while on duty. IWAI shall not be liable to supply any such items except statutory lifesaving appliances (LSA) / firefighting appliances (FFA) on board vessels.

(b) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes. IWAI shall not be responsible in any way for any loss of life/ injuries arising out of the negligence or natural causes to manpower supplied by the contractor under this contract. All manpower supplied contractor shall take suitable measures, insurance policy etc. in this regard.

(c) The concerned personnel shall be deployed under the overall control of the concerned Director, IWAI and the personnel shall be required to report for duty at Regional Office of concerned Director, for further deployment.

(d) The contractor shall remove any person, if the Director finds him unsuitable and replace him with suitable substitute within 7 days of written intimation in that regard by the Director.

(e) Engagement in IWAI shall not confer any right on any individual for preference in employment in IWAI or for his continuation in subsequent years.



(f) Only the experienced and qualified personnel shall be deployed for all categories of personnel requiring necessary certificates and documents shall be provided in original at IWAI office by selected party for each personnel offered by him. The minimum qualification, essential/ desirable experience in civil / mech-marine works hydrographic / land survey / dredging works / river conservancy/etc. to be engaged under this contract would be as per guideline of contract. Contractor is required to submit attested copies of qualification and proof of experience of all persons to be deployed for the work in advance to Engineer-in-charge for this contract and obtain clearance prior to deployment. Manpower shall know swimming and know reading and writing in English and at least in one more Indian language.

(g) IWAI reserve the right to terminate the contract of manpower supply any time before expiry of even year by issue of one month's notice to the Contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give one-month notice, failure to do so will result in forfeiture of the deposited security amount.

(h) In case of any cause of damage or loss of property by the supplied personnel, the cost of damage has to be borne by the contractor. In case of any damage caused to the Authority's Assets, survey equipment's etc. Due to negligence and carelessness by the contractor employee/staff/ manpower / surveyor supplied under this contract, the contractor has to compensate for such losses. The authority shall have the right to assess any damage cause the assets of the authority and deduct the same from the bills of the contractor/ security deposit by the contractor.

(i) Contractor shall submit a panel of qualified, experienced manpower as the case may be, to the Engineer In Charge who shall therefrom select manpower as found suitable for deployment.

The Engineer In Charge shall have the discretionary power to accept or reject any manpower supplied by the tenderer for the work but not found suitable by EIC for the job then Alternate manpower duly approved by the Engineer-in-charge shall have to be supplied. In case contractor fails to comply this clause, this would be sufficient cause for termination of contract.

**Annexure-A / Clause 6: Requirements for personnel to be deployed**

<b>S.no.</b>	<b>Designation</b>	<b>Nos</b>	<b>Man months</b>
1	<b>Works Contract of Vessels Crew for Operation, Maintenance, Safety &amp; Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-3,8&amp;9).</b>		
1.01	Amphibian Dredger Operator	1	07
1.02	Dredger Control Operator	1	12
1.03	Master 3 <sup>rd</sup> class	2	24
1.04	Driver 2 <sup>nd</sup> Class	4	48
1.05	Greaser	2	24
1.06	Lascar	5	60
1.07	Cook	2	24
	Total	17	

**Note:** The quantity of Works Contract of Vessels Crew for Operation & Maintenance of Vessels is as per requirement which shall be increased /decreased.

**Annexure-B \ Clause 7:-Work contract estimate**

SL No	Description	Qty.	Unit	Consolidated Rate (in INR) inclusive of monthly wages, employees share of PF, ESI	Provision for Reimbursement of statutory dues of employer share of EPF, ESI, Bonus, Gratuity & medical insurance for staff who are not eligible for ESI	Rate including consolidated rate and provision for reimbursement of statutory dues of employer share	Total amount
Col.1	Col.2	Col.3	Col.4	Col.5	Col.6	Col.7 =(Col.5+ Col.6)	Col.8 =(Col.7* Col.3)
1	Works Contract of Vessels Crew for Operation, Maintenance, Safety & Security of Vessels/Dredgers/Floating Crafts and Other Related Works on waterways under RO Kochi (NW-3,8&9).						
1.1	Remuneration of engaged Vessel crew personnel						
1.1.1	Amphibian Dredger Operator (01*7)	07	Man Month	54,600.00	-	54,600.00	3,82,200.00
1.1.2	Dredge Control Operator (01*12)	12	Man Month	42,710.00	5,248.00	47,958.00	5,75,496.00
1.1.3	Master 3rd class (2*12)	24	Man Month	24,923.00	3,813.00	28,736.00	6,89,664.00
1.1.4	Driver 2nd Class (4*12)	48	Man Month	24,923.00	3,813.00	28,736.00	13,79,328.00
1.1.5	Greaser(2*12)	24	Man Month	22,545.00	3,671.00	26,216.00	6,29,184.00
1.1.6	Lascar(5*12)	60	Man Month	22,545.00	3,671.00	26,216.00	15,72,960.00
1.1.7	Cook (2*12)	24	Man Month	22,545.00	3,671.00	26,216.00	6,29,184.00
1.2	Reimbursable costs						
1.2.1	Travel Expenses (to be reimbursed on the basis of expresses claim by deployed personnel for the tour period as per their entitlement)		Per month				On actual basis
1.2.2	Miscellaneous Expenses Utilities and Communication for field staff as per their entitlements, to		Per month				On actual basis

	perform the contract						
1.2.3	Accommodation facility (hiring of house on rent) for dredger staffs near dredging site as per requirement.		Per month				On actual basis
1.3	Total Estimated Cost of PROJECT SUPERVISION SERVICES including Manpower costs, including service charge and excluding reimbursable costs & GST						<b>64.44 Lakhs</b>
			<p>Note:- 1. GST as per applicable. The quantity of Works Contract of Vessels Crew for Operation &amp; Maintenance of Vessels is as per requirement which shall be increased /decreased.</p>				

**ESSENTIAL QUALIFICATION FOR THE MANPOWER TO BE DEPLOYED**

The minimum qualification and essential/ desirable experience of manpower shall be as given below:

<b>S. No.</b>	<b>Name &amp; No. of posts</b>	<b>Qualification &amp; Experience</b>
1	Amphibian Dredger Operator (A.D.O)	Petty officers from Indian Navy having one year experience in the Grade or Diploma in Mechanical, Electrical Engineering, with experience of one year in operation of <b>dredgers / same types of water craft / grab back hoe dredgers/ Amphibian dredgers.</b> or Matriculation with minimum ten years experience or Inland Driver 1 <sup>st</sup> Class / Equivalent with <b>5 years experience in operation of Dredgers / Amphibian dredgers / same types of water craft / grab back hoe dredgers.</b> Should know swimming.
2	Dredger Control Operator (DCO)	Petty officers from Indian Navy having one year experience in the Grade or Diploma in Mechanical, Electrical Engineering. with experience of one year in operation of machinery or Matriculation with minimum ten years experience as Tube Operator on Dredgers or Driver 1 <sup>st</sup> Class with 5 years experience in the Grade. Should know swimming.
3	Master 3 <sup>rd</sup> class	Certificate of Competency as Master 3 <sup>rd</sup> Class obtained from M.M.D/respective State department with min.4-year experience. Should know swimming
4	Driver 2 <sup>nd</sup> Class	Certificate of competency as Driver 2 <sup>nd</sup> Class obtained from M.M.D/respective State department with min.5-year experience. Should know swimming.
5	Greaser	Certificate of competency as Driver 2 <sup>nd</sup> class obtained from MMD/respective state department or four-year experience as a Lascar/Navy vessels/Merchant Ship/ in Inland Vessels. Should know swimming
6	Lascar	Three-year experience in Inland Vessels /Navy Vessels/Merchant Ship as Lascar/lascar's certificate obtained from M.M.D/NINI/respective state department. Should know swimming.

## **Section-7**

## **Standard Form of Contract**

### **I. Form of Contract**

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between Inland Waterways Authority of India, A-13, Sector-1, Noida, U.P, PIN. 201301 (hereinafter called the "Employer" which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the First Part and, [name and address of Contractor] (hereinafter called the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

### **WHEREAS**

- (a) The Contractor having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Letter of Invitation date disused by the Employer;
- (b) the "Employer" has accepted the offer of the Contractor to provide the services on the terms and conditions set for thin this Contract.

**NOW, THE REFORE, ITI SHERE BY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The original proposal furnished by the Contractor which contains,
  - i. General Conditions of Contract
  - ii. Special Conditions of Contract
  - iii. All other documents submitted at the time of bidding
- (b) Letter of award
- (c) Bank Guarantee towards security deposit/performance guarantee

The mutual rights and obligations of the "Employer" and the Contractor shall be asset forthin the Contract, in particular:

- (a) The Firm shall carryout and complete the Services in accordance with the provisions of the Contract; and
- (b) The "Employer" shall make payments to the Contractor in accordance with the provisions of the Contract.



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by-----  
In presence of

1. For and on behalf of the Employer

(Witnesses)  
(i) [Authorized  
Representative]  
(ii)

2. For and on behalf of [name of contractor]  
In presence of

(Witnesses)  
(i)  
(ii)

## **General Condition of Contract**

### **1. Definitions**

#### **1.1 Definitions**

1.2 **"Employer"** means the Chairperson, Inland Waterways Authority of India and his successors.

1.3 **"Authority / Department / Owner"** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairperson, IWAI and includes therein-legal representatives, successors and assigns.

1.4 **"Chairperson"** means Chairperson of Inland Waterways Authority of India.

1.5 **"Chief Engineer"** means the Chief Engineer of the Authority, as the case may be.

1.6 **"Director"** means the Director of the Authority, as the case may be.

1.7 **"Deputy Director"** means the Deputy Director of the Authority, as the case may be.

1.8 "Contractor" means the successful Bidder who has been awarded the contract to perform the work covered under this tender document and shall be deemed to include the Contractor's successors, executors, representatives or assigns approved by the Engineer.

1.9 "Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor, who acts on behalf of the Contractor.

1.10 "Employer's Personnel" means the Engineer, the assistants and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.

1.11 "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor and any other personnel assisting the Contractor in the execution of the works.

1.12 "Engineer-In-Charge (EIC) or Engineer" means the Employers personnel authorized to direct, supervise and be in-charge of the works on behalf of the Employer.

1.13 "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted by the Contractor with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.

1.14 "Engineer-in-charge representative/assistant" shall mean any officer of the Authority nominated by the Engineer for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.

1.15 "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the

contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.16 "Party" means either the Employer or the Contractor as the case may be and "Parties" means both of them.

1.17 "Commencement Date" means the date notified under clause 12.1.

1.18 "Day" means a calendar day beginning and ending at mid-night.

1.19 "Week" means seven consecutive calendar days.

1.20 "Month" means one Calendar month.

1.21 "GCC" means the General Conditions of Contract.

1.22 "SCC" means the Special Conditions of Contract.

1.23 "Work / Works" means work / works to be executed in accordance with the contract.

1.24 "Work Order" means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

1.25 "Letter of Acceptance" means the formal letter issued by the Employer to successful bidder to notify the acceptance of the offer of contractor and shall specify including other terms and conditions, total contract price in consideration of execution & completion of works and the remedying of any defect therein by the contractor in accordance with the terms and conditions of the contract.

1.26 "Bill of Quantities" means the price schedule and complete bill of quantities forming part of the Contract.

1.27 "Contract Price" means the price as specified in the letter of acceptance subject to additions and adjustments thereto or deductions therefrom as may be made pursuant to the offer.

1.28 "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.29 "Accepted contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works including remedying of any defects.

1.30 "Applicable Law" means the laws and any other instrument having the force of law in India for the time being.

1.31 "Approval" means consent by the Employer in writing.

## **2. Interpretations**

2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

2.3 Wherever in the Contract, provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination

shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

#### **2.4 Law and Language**

The Contract shall be governed by the law of the country (Indian Law). The language for communications shall be English.

#### **2.5 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement,
- (b) the Integrity Agreement
- (c) the Letter of Acceptance / Firm work order
- (d) Special Conditions of Contract
- (e) General Conditions of Contract
- (f) The priced Bill of Quantities
- (g) The Drawings and Annexures.
- (h) The Technical Specification
- (i) Addendum / Corrigendum
- (k) Technical Bid

(l) Post bid correspondences and any other document forming part of contract.

If any ambiguity or discrepancy is found in the documents, the Employer /Engineer shall be the sole authority to issue any necessary clarification or instruction in this regard.

#### **2.6 Contract Agreement**

The Parties shall enter into a Contract Agreement within 28 days after the issue of the Letter of Acceptance. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Bidder.

#### **2.7 Joint and Several Liability**

If the Contractor constitutes (under applicable Laws) a joint venture or consortium of two or more persons/ companies

- (i) These persons / companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (ii) These persons / companies shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons / companies.
- (iii) The Contractor shall not alter its composition or legal status without the written prior consent of the Employer.

### **3 Signing of Agreement**

**3.1** The parties to the contract are the contractor and the owner.

- (a) Authority of Persons signing the Contract on behalf of the Contractor
- (b) A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered

at any time that the person so signing had no authority to do so, the Chairman on behalf of Authority may, without prejudice to any other right or remedy of the owner, cancel the contract and make or authorize the work at the risk and cost of such person and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such work. The provisions of clause 11 apply to every such work as far as applicable.

(c ) Address of the Contractor and notices & communication on behalf of the Owner

(i) For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post due to Chairman, Inland Waterways Authority of India, R.O., Maradu, P.O. - Kannadikadu, Kochi – 682304. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

(ii) Any communication or notice on behalf of the owner, in relation to the contract may be issued to the contractor by the owner, and such communications and notices may be served on the contractor either by email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the owner.

### **3.2 Authority of the Chairperson**

For all purposes of the contract including arbitration proceeding there under, the Chairman on behalf of the Authority shall be entitled to exercise all the rights and powers of the owner.

## **4. Performance Security & Security Deposit**

### **4.1 For All Bidders including MSE Registered Firms**

The Contractor shall be required to deposit an amount equal to 5% of the contract value of the work as Performance Security in the form of an irrevocable bank guarantee bond of any nationalized / scheduled bank of India in accordance with the form prescribed (Appendix-A of Section 7) within 15 days of the issue of the LoA

4.2 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 the sum already deposited as the earnest money in the form of RTGS will amount to security deposit of 5% of the contract value of work. The Earnest money of the successful bidder submitted in the form of RTGS will be retained as Security Deposit. Performance guarantee will not be accepted as security deposit.

In case of MSE registered firms, deduction of a sum of 10% of the gross amount of the bill from each running bill till that amount reaches 5% of the contract value

of the work as Security Deposit will also be made.

#### 4.3 Release of Performance Security & Security Deposit

The Performance Guarantee shall be valid up to the stipulated date of completion plus ninety days beyond that no claim shall be made against such Performance guarantee and such Performance guarantee shall be returned to the Contractor within 21 days of the completion of the aforesaid period. In case of extension of time, the Contractor shall get the validity of the Performance Guarantee extended to cover such extension of time of the work.

4.4 The total security deposit shall remain with the Owner till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Engineer is satisfied that there is no demand outstanding against the Contractor.

4.5 No interest will be paid on security deposit.

4.6 If the Contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Owner 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 Owner shall refund the Security Deposit to the Contractor after deduction of cost and expenses that the Owner may have incurred and other money including all losses and damages which the Owner is entitled to recover from the Contractor.

4.7 In case of delay in the progress of work, the Owner shall issue to the Contractor a notice 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 notice or 10 days from issuance of notice whichever is earlier. If the Owner is not satisfied with the explanations offered, he may 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 and if necessary, forfeit the Security Deposit.

4.8 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 any sums which may be due or may become due to the Contractor by the Owner on any account whatsoever. Also in the event of the Contractor's Security Deposit falls short of such deductions or sale, as aforesaid the Contractor shall, within 14 days of receipt of notice of demand from the Employers representative make good the deficit in his Security Deposit.

4.9 In case the contractor fails to commence the operation after handing over of the survey launch to him or when the contractor has defaulted for more than thirty days or when covered from the contract as penalty or deduction and the contractor fails to pay such amount even after due notice is given to him in this regard, the Owner shall at its own discretion encase the bank guarantee furnished as performance guarantee and /or recover the sum from his security deposit.

## **5. Sufficiency of Tender**

5.1 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 operation during execution of work.

## **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.

6.2 The Contractor shall be furnished free of charge certified true copy of the contract document.

6.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good condition 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.

## **7. Discrepancies and Adjustment of Errors**

7.1 In case of discrepancy between the Schedule of Quantities and prices, Specifications, 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.

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 correct 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 work(s) comprised therein according to 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/discrepancy occurring in the rates written in figures and words, then the rate which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the

amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.

When the rate quoted by the contractor in figures and words tally, but the amount is not worked out correctly, the rate quoted by the contractor will, unless or otherwise proved, be taken as correct.

(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.

## **8. Duties And Powers of the Engineer-In- Charge Representative**

8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the work performed by various category of crew deployed on board with respect to discharge of the intended duty and also check the performance of various engines and machineries, account of P.O.L., repairs & maintenance.

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. 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.

## **9. Assignment And Sub-Letting**

9.1 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 sublet, the



name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Never the less 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.

## **10. Facilities to Other Contractors**

10.1 The contractors 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 labour of any other agency properly authorized by Authority or any 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.

## **11. Change in the Constitution of The Firm to be Intimated**

11.1 Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 31 hereof and the same action will be taken and the same consequences shall ensure as provided for in the saidclause-31.

## **12. Commencement of Work**

12.1 The contractor shall commence the work and supply the manpower at the respective sites / vessels within 15 days of the issue of Letter of Acceptance Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, 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.

## **13. Works to be carried out in accordance with specification 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 in strict conformity with the

specifications laid down in the contract document 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 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 contract, the documents set forth herein in respect of the work on commencement orduring the performance of the contract.

- (a) Specifications or revisions thereof from time to time
- (b) Explanations, instructions etc.

Such further 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.

#### **14. Setting Out the Works**

14.1 The contractor shall provide all assistance and adhere to the instruction of E.I.C during the course of surveying, inspection, etc.

#### **15. Urgent Work**

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

#### **16. Deviations, Variations and Extent**

16.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works for any reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

#### **17. Contractor's Supervision**

17.1 The contractor shall either himself supervise the execution of the works or

shall appoint at his own expense, a qualified and experienced 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 supervise the execution of the works with such additional assistance in each trade, as the work involved shall require and considered essential by the Engineer-in-Charge. Further the 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 charge of supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the work.

## **18. Instructions 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.

## **19. Vessels Including Engines & Machineries**

19.1 The vessel required to be manned as specified for different stretches of the National Waterway shall be provided / handed over to the contractor by IWAI.

19.2 The contractor shall provide the required man power for the proper functioning during the tenancy of the contract in accordance with terms and conditions, specifications of the contract and instructions of the Engineer-in-charge.

## **20. Laws Governing the Contract**

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

## **21. Work during night or on Sundays and holidays**

21.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during Sundays and 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.

21.2 The Engineer-in-Charge at its discretion may, however, direct the contractor

## **22. Floating Personnel**

22.1 (a) The contractor shall provide personnel in required numbers for operation, maintenance & running repair of vessels 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) The minimum qualification and essential / desirable experience for each manpower to be deployed is given in Section VI: ToR.

(c) If any foreigner is employed by the contractor on the 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 there-from 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 & IWAI shall not be liable in any event.

(d) 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 IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the IWAI 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 IWAI 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 IWAI on account of such termination without prejudice to the IWAI's right to proceed against such officer.

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

22.3 The Contractor shall also comply with the provisions of all 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) The Industrial Employment (Standing orders) Act 1946 (Amended).

- (vii) The Industrial Disputes Act. 1947 (Amended)
- (viii) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- (ix) 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.

The list is indicative only; otherwise the contractor should be aware of all the Acts/Labour Laws and should follow diligently on the work. The contractor shall be fully and personally responsible for the violation of any Act/Labour Law

22.4 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 the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance

22.5 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 for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of remuneration or on account of deduction made from the remuneration of the workers 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.

22.6 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-22.4 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 Acts/Laws stipulated in Clause-22.4 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 Acts/Laws/Rules mentioned in Sub-Clause 22.4 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 Acts/Laws/Rules/Codes as mentioned under Sub-Clause 22.4 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.

22.7 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 22.4 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.

22.8 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.

22.9 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all Personnel employed for performance of the Works and shall provide all facilities i.e. shirt, Pant, Pair of shoes, woolen clothes, boiler suit (for engine room crew) and rain coat / gloves etc. (for deck crew) 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.

22.10 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 workmen 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 fulfillment of the said decree, award or orders.

22.11 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 Regulations.

22.12 The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to

permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.

22.13 The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.

22.14 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.

### **23. Force Majeure**

23.1 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.

23.2 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.

23.3 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.

### **24. Liability for damage, defects or imperfections and rectification thereof**

24.1 If the personnel supplied by the contractor injure any person or destroy or damage any item belonged to IWAI including the vessel on which they are deployed during the tenure of a contract, the contractor shall upon receipt of a notice in writing in that behalf from Engineer-in-charge make good the same at

his cost.

24.2 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.

## **25. Contractor's Liability and Insurance**

25.1 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 by the personal supplied by the contractor. He shall be liable for any damage or loss that may happen to the vessel, engines, machineries, Equipment and Material which 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.

25.2 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.

25.3 Provided, however, in an eventuality as mentioned in sub-clause - 25.2 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, 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 minimize 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.

25.4 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.

25.5 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 operation of vessels 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.

25.6 (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 legacy of the contract.
- (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.

## **26. Foreclosure of contract in full or in part due to abandonment or reduction in scope of work**

26.1 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 (with the prior approval of competent authority mentioned in scheduled 'B') 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.

## **27. Termination of contract on death**

27.1 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.

## **28. Carrying Out Part of Work at the Risk and Cost of the Contractor**

### 28.1 If the contractor

- (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work (s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor or his employed men damage the equipment or vessel with deliberate intention and attributability id proved beyond reasonable doubt, then the cost of damage to equipment or vessel shall be recovered from the contractor limited to 100% of the order value.

28.2 The Engineer-in-Charge without invoking action under clause 37 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:

- (a) Carry out the part work/ part incomplete work of any items (s) by any me at the risk and cost of the contractor.

28.3 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IWAI because of action under this clause shall not exceed 10% of the tendered value of the work.

28.4 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same number and at the same rate as if it had been carried out by the original contractor under the terms of his contract.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IWAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

28.5 Any excess expenditure incurred or to be incurred by IWAI in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by IWAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IWAI in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

28.6 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to recover the same in accordance with the provisions of the contract.

28.7 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

## 29. Completion Time and Extensions

29.1 The Engineer-in-Charge will make available to the contractor the required work to enable the contractor to commence & proceed with the execution of the work in accordance with agreed programme. If there is any delay in work the competent authority as specified in Schedule-'B' on the recommendations of the Engineer-in-Charge shall grant reasonable extension of time for commencement of work but the contractor shall not claim any compensation whatsoever on this account.

29.2 If after the award of the work the contractor commits defaults in commencing the execution of work as aforesaid, IWAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

29.3 However, if the commencement of the work (s) be delayed by: -

- (i) Force majeure as per clause 23, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or
- (vi) Non-availability of stores, which are the responsibility of Government to supply or
- (vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or
- (viii) Any other cause which, in the 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 endeavors 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.

(Clarification with regard to point (vi) above, the survey launches will be handed over to the contractor and it is the responsibility of the contractor to arrange for any store or tools required during the contract period for maintenance and operation).

29.4 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the competent authority as indicated in Schedule 'B'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

29.5 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 Competent Authority mentioned in Scheduled 'B' 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.

29.6 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any compensation or over run charges whatsoever for any extension granted.

30. Liquidated Damages for Delay

30.1 If the contractor fails to supply the required manpower for more than 72 hrs., 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 twice the amount payable to the contractor for the period of non-supply of those number of manpower which he has failed to supply or the crew have remained absent and in the event of more than three such occasions of non-supply or absence of manpower or more than 10% of the manpower required to be supplied are either not supplied or remained absent then the compensation to be paid will be at the rate of @1.5 % per month of delay to be computed on per day basis on the total value of the contract subject to a maximum of 10% of the total value of the contract.

30.2 The amount of liquidated damages may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the authority.

30.3 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.

30.4 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.

**31.0 When the Contract can Be Determined**

31.1 Subject to other provisions contained in this clause, the Engineer-in- Charge

may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer.

(v) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

(vi) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(vii) If the contractor shall offer or give or agree to give to any person in IWAI service. or to any other person on his behalf 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 contract.

(viii) If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.

(ix) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjust insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition

or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being enforce for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(x) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(xi) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(x) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

31.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer- in-Charge on behalf of the IWAI with the approval of the competent authority shall have powers:

(i) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.

(ii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof: as shall be un-executed out of his hand and to give it to another contractor to complete the work.

(iii) The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. the event of above courses being adopted by the Engineer-in- Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually

performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### 32.0 Inspections

32.1 Periodic inspection will be carried out by the EIC or his representative by their vessels. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection and number of inspections be not less than two in a calendar month.

### 33.0 Payment on Account

33.1 All the payments to be made for the services provided for by the Contractor shall be made, on reimbursable basis, directly to the Contractor, who shall raise its invoices accordingly on a monthly basis.

33.2 Towards its fee for the services rendered to IWAI, the Contractor shall be paid "Administrative and Management Charges", excluding GST, at the rate approved through the tender in terms of percentage of the Cost to his Organization (CTO) for rendering the actual professional support services to IWAI.

33.3 The Contractor will submit the invoices/bills in triplicate on the 6th day of every month for reimbursement along with a declaration that remuneration of all the staff deployed has been paid. Payments to the Contractor would be strictly on certification by the concerned officer that the services were satisfactory and attendance as per the bill preferred by the service provider. The payment shall be made by IWAI within 30 days from the date of receipt of the invoice only on the basis of number of working days for which duty has been performed by each manpower. Amount deducted from the bill / claim for the days of absence in a month shall be as per the approved rate per day per person quoted by the Contractor.

33.4 The invoice(s) shall be accompanied by supporting documents including copies of receipts issued by the personnel/employees to the Contractor in respect of payment of salary/ remuneration, allowances, reimbursements etc., acknowledgement/ receipts issued by concerned Government Departments in respect of and towards proof of deduction and deposit of ESI, EPF, GST, etc., as applicable, besides copies of bills/ payment proof in respect of consumables purchased, if any.

**Note:** The Contractor shall pay remuneration to the outsourced staff only through ECS by 5th of the following month without waiting for the clearance of

bill from IWAI. The details in this regard will accompany the monthly invoice submitted for reimbursement to IWAI. Also, the statutory remittances claimed from IWAI should be evidenced by relevant documentary proof.

#### **34.0 Taxes, duties and levies etc.**

34.1 The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities that the Contractor has to bear for the services and the Authority will not entertain any claim for compensation whatsoever in this regard.

#### **35.0 Tax Deduction at Source**

35.1 GST /TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract.

#### **36.0 Payment of final bill**

36.1 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 of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. 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 there of and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

#### **37.0 Over Payments and Under Payments**

37.1 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 any time 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 his security deposit, or he shall pay the claim on demand.

37.2 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 40 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

37.3 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.

37.4 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.

37.5 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 is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 40 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.

### **38.0 Finality clause**

38.1 It shall be accepted as an inseparable part of the contract that in matters regarding contract specifications, mode of procedure and the carryout of the work, the decision of the engineer-in-charge which shall be given in writing shall be final and binding on the contractor.

### **39.0 Sum Payable by Way of Compensation to be considered as Reasonable without preference to actual Loss**

39.1 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.

#### **40.0 Settlement of disputes & arbitration.**

40.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned here in after:

(a) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Director in writing through the Engineer- in-Charge for written instruction or decision. Thereupon, the Director shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.

(b) If the Director fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Director the contractor may, within 15 days of the receipt of Director's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator on prescribed Performa, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

40.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 40.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.

40.3 Further, 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 a panel of three persons preferably but not Necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration

(ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel communicates 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 arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India. 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.

40.4 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 Chairman IWAI 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.

40.5 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.

40.6 The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.

40.7 A notice of the existence in question dispute or difference in connection with the contract unless served by either party within 30 days after the issue of Defects Liability Certificate, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

40.8 The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the Employer shall be withheld on account of such proceedings except to the extent, which may be in dispute.

40.9 The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder for being in force shall apply to the arbitration proceeding under this clause. 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. The venue of the arbitration proceedings shall be at Kochi. It is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of this agreement except through arbitration. In case of contract with another Public Sector Undertaking, following Arbitration Clause

shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22<sup>nd</sup> May 2018.

#### **40.10 Jurisdiction & Venue**

The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the venue of the arbitration proceeding shall be Kochi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

#### **41.0 Claims**

41.1 The contractor shall send to the Engineer-in-Charge once in every month on account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself entitled and of all extra work or additional work ordered in writing and which has been executed during preceding month.

41.2 No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.

41.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

#### **42.0 Interests**

42.1 No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

#### **43.0 Removal of Contractor's Men**

43.1 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 person(s) 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.

#### **44.0 Termination of Contract in Full or in Part**

##### **44.1 If the Contractor**

(a) 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

(b) 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

(c) 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.

(d) IWAI reserve the right to terminate the contract any time before expiry by issue of one month's written notice to the contractor. For such foreclosure no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to such foreclosure of the contract by the contractor will be deducted from the performance security and from any balance amount

payable to the contractor from this contract or any other contract.

#### **4.2 Risk & Cost**

(a) The Engineer-in-Charge shall, on such termination of the contract, have powers to complete the incomplete work or part of the same and 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.

(b) 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.

(c) 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 Owner from the Contractor, shall be decided by the Chairman.

#### **5.0 Contractors liability.**

The skilled crew engaged by the contractor shall have a direct agreement between the crew and the contractor as per Appendix B. Copy of the said agreement shall be provided to IWAI by the contractor.

## Appendix-A: Bank Guarantee Performa for Performance Security

### To

The Chairman  
Inland waterways Authority of India  
Ministry of Shipping, Govt. of India  
A-13, Sector-1,  
Noida(U.P.) Pin-  
201301

In consideration of the ..... (hereinafter called "**Employer**") having to enter in to an Agreement with M/s .....(herein after called the "**Contractor**") as a follow up to the Letter Acceptance no.....dated..... issued by the Employer for ..... **2**, on production of Performance security in the form of Bank Guarantee for Rs.....(Rupees .....only), at the request of .....**Contractor** We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs.....(Rupees----- only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor'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.....(Rupees..... only).

2. We, (**Bank**) undertake to pay the Employer any money so demanded not withstanding any dispute or disputes raised by the **Contractor** 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 guarantee shall be a valid discharge of our liability for payment thereunder and the **Contractor** shall have no claim against us for making such payment.

3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of

he Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We (Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 180 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank here under be outstanding or unrealized.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(Rupees.....only) and shall remain in force until.....or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date.....

ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.

8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.



Dated the.....of..... 2023  
for.....  
(Indicate the name of bank)

Signature.....

Name of the Officer.....  
(In Block Capitals)

Designation

Code

No.....

Name of the bank and Branch.(SEAL)

**Appendix-B: INDIVIDUAL AGREEMENT BETWEEN CREW & CONTRACTOR**

**AGREEMENT BETWEEN**

\_\_\_\_\_ & "CONTRACTOR FIRM" .....

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Twenty three between \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called the "Contractor", which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

**WHEREAS** \_\_\_\_\_ is desirous of appointing me \_\_\_\_\_ for the POST \_\_\_\_\_ as per the Work in accordance with the Terms & conditions mentioned hereto all of which will form part this agreement.

I \_\_\_\_\_ hereby solemnly declare and accept that I will follow the following terms & conditions of the FIRM "M/S ....." under contract basis WITH IWAI.

1. The Contract is valid till ..... 2024-25 and I will not claim any permanent job based on this contract.
2. I Shall be particular about the duty time.
3. I Shall be bound to do all the duties I am supposed to do as per my designation.
4. I shall follow all the instructions of my senior official / colleague without any objection.
5. I shall not create any nuisance during my duty hours.
6. In-case of any change in duty area / Vessel, I shall follow the orders and not raise any objection thereto.
7. In-case I am found guilty during my job, I will accept all / any punishment given by the

company.

- 8. I shall not claim anything more than which our company gets from his principalemploder.
- 9. I accept that the job is on contractual basis and the validity is either till the validity of the contract or termination against indiscipline behaviour whichever is earlier.
- 10. I will be getting my service benefit as per the terms & conditions of the
- 11. principal employer which is totally based on my performance and I will not claim any other extra benefit.

I will Act with loyalty, honesty, and integrity.

- 12. I will Comply with all applicable laws of IWAI
- 13. I will Treat others with respect.
- 14. I will Protect confidentiality of information of IWAI
- 15. I will Protect all data of IWAI
- 16. I will Avoid conflicts of interest.
- 17. I will Comply with the rules and Regulations of IWAI
- 18. I will Report any suspicious activities.
- 19. I will not involve in any anti national activities.
- 20. I will not Verbally, Physically or Sexually assault others.
- 21. I will not engage in violent acts or illegal activities.
- 22. I will Safe Guard all property of IWAI

All the above-mentioned declaration is also applicable to the manpower provider(Contractor) namely

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I \_\_\_\_\_ have read all the above terms& conditions carefully & I agree to follow all the terms & conditions.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed inaccordance with the laws of Republic of India on the day, month and year indicated above.

**CREW**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE**

**SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS 1**

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