

# HIRING OF BUILDING ON LEASE RENT FOR PLANNING, IMPLEMENTATION, MONITORING & SKILL DEVELOPMENT CENTRE FOR IWAI & AYUSH



## TENDER DOCUMENT



**FEBRUARY 2022**

**Tender No. IWAI/GHY/BUILDING/2022-23**

**भारतीयअंतर्देशीयजलमार्गप्राधिकरण**

**INLAND WATERWAYS AUTHORITY OF INDIA**

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

(पत्तन, पोतपरिवहनऔरजलमार्गमंत्रालय,भारतसरकार)

Pandu Port Complex, Pandu, Guwahati-781012 (Assam)

Telephone Nos. 0361-2676925, 2676929, 2570099

E mail:- [dirguw@iwai.gov.in](mailto:dirguw@iwai.gov.in), Web Site:- [www.iwai.nic.in](http://www.iwai.nic.in)

<https://eprocure.gov.in/eprocure/app>

## **DISCLAIMER**

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this Tender is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this Tender document. This Tender includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the Hiring of Commercial building. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this Tender document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm or any other person under any law (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this Tender.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for Works and IWAI reserves the right to accept/reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Tender Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the Tender / amended Tender will be made available on the website of IWAI.

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**PROPRIETARY**

This Tender Document is proprietary to Inland Waterways Authority of India (IWAI) and IWAI reserves the right to recall the Tender Document in its entirety (or) in part. All responses to the Tender Document will become the property of IWAI and will not be returned.

(For publication in News Paper)



**INLAND WATERWAYS AUTHORITY OF INDIA**

Pandu Port Complex, Pandu Port  
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**NOTICE INVITING E-TENDER**  
**Tender No. IWAI/GHY/BUILDING/2022-23**

Online bids are invited from the Owner of the Commercial Building for “Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH” including furnishing (Interior) works for a period of 3 years [may be extended for another 2 years (max)]. The Details of NIT:- Date of Sale of Tender is from 18.2.2022 to 26.2.2022, Last date of submission is up to 26.2.2022 hours on 18.00. Date of opening: - 28.2.2022 at 12.00 hours. Area:- 10,000 Sft in G.F. Location:- Along NH37 bye pass, near ISBT with well approach at Guwahati. Estimated cost:- Rs 4.68 cr. EMD:- Rs 9.36 Lakhs. Cost of Tender document is Rs 5000/-. For other terms & conditions may refer to IWAI website [www.iwai.nic.in](http://www.iwai.nic.in) and <https://eprocure.gov.in/eprocure/app>

Director, Guwahati



भारतीय अंतर्देशीय जलमार्ग प्राधिकरण

## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)  
(पान, पोत पहरवहन और जलमार्ग मंत्रालय, भारत सरकार)  
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<https://eprocure.gov.in/eprocure/app>

### **NOTICE INVITING E-TENDER No. IWAI/GHY/BUILDING/2022-23**

1. **Name of Work: “Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH” including furnishing (Interior) works for a period of 3 years [may be extended for another 2 years (max)].**
2. Inland Waterways Authority of India (IWAI) invites online tenders / bids in two stage system (Stage I - Technical bid and Stage II - Financial Bid) from the Owner of the Commercial Building for the work “Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH” for an area of 10,000 Sft. in Ground Floor at along NH-37 bye pass, near ISBT with well approach at Guwahati. The tenders shall be placed online Web site at <https://eprocure.gov.in/eprocure/app>
3. Estimated Cost of the work and EMD requirement are as under:-

Sl. No.	Description of work	Total Estimated Cost excluding GST for 3 years hiring (Rs. in lakh)	Earnest Money Deposit (EMD) (Rs. in lakh)
1	“Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development centre for IWAI & AYUSH” for an area of 10,000 Sft. in G.F at along NH-37 bye pass, near ISBT with well approach at Guwahati.	468.00 lakhs (Rupees Four hundred and sixty eight lakhs only)	9.36 lakhs (Rupees Nine lakhs and thirty six thousand only)

4. Date of publishing: 13.2.2022
5. Date of download start date & Time: 18.2.2022 at 17:00 hrs.
6. Bid submission start date & Time: 21.2.2022 at 12:00 hrs.
7. Bid submission end date & time: 26.2.2022 at 18:00 hrs.
9. Bid opening date & time: 28.2.2022 at 12:00 hrs.
10. Cost of Tender Document (Tender Fee): Rs. 5,000/- (incl. GST).
11. 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>.
12. Bidders participating in e- tender process are required to deposit non-refundable Tender fee Rs. 5,000/- (Rupees Five thousand only) including GST towards the tender cost to **'IWAI FUND PLAN'** through RTGS/ NEFT in the following Account:

**Name of Bank Account:-** IWAI FUND PLAN

**Bank Name & Address:-** PUNJAB NATIONAL BANK MALIGAON

**Account No.** :- 4589001800000074

**IFSC** :- PUNB0458900

**GST No. of IWAI** :- 18AATI7021F1ZX

13. **The prescribed amount of EMD of this tender is also to be deposited through RTGS / NEFT to the above account. Bid without tender cost & EMD will be rejected.**
14. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder.
15. Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed on each page for agreeing the same.
16. The complete bid as per the tender documents should be submitted online at <https://eprocure.gov.in/eprocure/app> by **18:00** hrs. on **26.2.2022** and will be opened online on **28.02.2022** at **12:00** hours at IWAI, Regional Office Guwahati.
17. The original NEFT / RTGS slip for tender fee and EMD should be deposited before closing date and time of submission of bid at Inland Waterways Authority of India, Pandu port Complex, Pandu, Guwahati-781012 except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules. The cost of tender fee is non-refundable.
18. Time for completion of the interior (furnishing) work as per the satisfaction of E-I-C (or) his representative of IWAI shall be 3 (Three) months from date of issue of work order.

**Pre – Qualification Criteria (submitted with supporting documents / undertaking): -**

- 1) The bidder shall be the sole, exclusive, absolute and lawful owner and is absolutely seized and possessed of, and otherwise well and sufficiently entitles to the commercial property situated in Guwahati.
- 2) The bidder shall be having company incorporated within the meaning of companies Act, 1956 and having a registered office in Guwahati.
- 3) The bidder should have completed the full construction of RCC building structure. The premises should have all civil works completed as per sanctioned plan.
- 4) The bidder shall possess Premises free from all sorts of encumbrances, liens, impediments, any statutory notices, court notice, attachments, charges, litigation, injunction, bar from any authority etc. of whatsoever nature.
- 5) The bidder shall be fully empowered and authorized to let out the Premises and nothing shall affect, prejudice or diminish any of IWAI's right.
- 6) The Premises shall be constructed or acquired in accordance with sanctioned plans and applicable laws and regulations and the bidder will, at its sole cost and expense, comply with all future laws and requirement.
- 7) The Premises shall be used for commercial use as per law and shall at their sole cost and expenses comply with all future laws and requirement.
- 8) There should not be any outstanding payments or taxes including municipal taxes and property taxes or transfer / mutation charges pending in respect of Premises and that all utilities charges and whatever dues with respect to Premises are paid up to date to the concerned authorities.
- 9) The bidder should have obtained all the necessary permissions / statutory clearances from all the concerned Authorities for functioning of office building.
- 10) The bidder shall have Permanent Account Number issued by Income Tax Dept.
- 11) The bidder shall be registered with Service tax / GST department and Service tax / GST component shall be shown separately in the bill / Invoice by the bidder.



- 12) The bidder must have GST registration, valid trade license / license for shop & establishment / registration from the State Govt.
- 13) The bidder should have Labour license from the concerned Authority.
- 14) The bidder shall submit EMD as mentioned in the NIT.
- 15) The area of building required on lease rent shall have 10,000 Sft with RCC covered Ground Floor.
- 16) The Location of the building shall be along NH-37 bye pass, near ISBT with well approach at Guwahati.
- 17) Self-certificate stating that the bidder has not banned or de-listed by any Govt. or Quasi Govt. agency or Public Sector Undertaking.
- 18) IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.
- 19) The bidder should see the General Conditions, Technical & Special Conditions of contract very carefully before bidding.

**Director**  
IWAI, Guwahati

## Part – I

### TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

To

The Director  
Inland Waterways Authority of India  
Pandu Port Complex,  
Pandu, Guwahati-781012 (Assam)

Date:

**Sub:** Acceptance of Terms & Conditions of Tender.

**Tender no.:** IWAI/GHY/BUILDING/2022-23

**Name of Tender / Work:** - “Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH” for an area of 10,000 Sft. in Ground Floor at along NH-37 bye pass, near ISBT with well approach at Guwahati”

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 annex(es), 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), if any 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/ organization 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 Seal)

## FORM OF TENDER

To

The Director  
Inland Waterways Authority of India  
Pandu Port Complex,  
Pandu, Guwahati-781012 (Assam)

Sub: "Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH" for an area of 10,000 Sft. in Ground Floor at along NH-37 bye pass, near ISBT with well approach at Guwahati".

Sir,

1. Having examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I / We hereby tender for leasing of the premises referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities 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 provide the premises on lease rent comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, drawings and instructions / as directed by the EIC and as mentioned in the tender documents.
3. I am tendering for the works mentioned in the table below and submitting the EMD by NEFT/RTGS in favour of "**IWAI FUND PLAN**" payable at **GUWAHATI** Nationalized / schedule bank as per the details given therein:

Sl. No.	Name of work	RTGS/ NEFT No. & Date	EMD (Rs.)	Details of Bank (Name of Bank, Branch and address)
1	"Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH" for an area of 10,000 Sft. in Ground Floor at along NH-37 bye pass, near ISBT with well approach at Guwahati"			

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 date of opening of price bids or extension there to 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 Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be returned by IWAI within 30 days of signing of Agreement to execute all the works referred to in the tender documents 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 to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit.
6. 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.
7. If my / our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi-Govt. agency or Public Sector Undertaking.
8. I / We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
9. 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/mobile No.....

e-mail: .....

Witness:

Signature.....

Name: .....

Occupation .....

Address .....

Telephone / mobile No. ....

## **INLAND WATERWAYS AUTHORITY OF INDIA**

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

### **INSTRUCTIONS FOR SUBMISSION OF BID**

- 1) All letters and information to be included in the bid shall be submitted along with the bid itself.
- 2) This tender schedule is only for the work of “Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH” for an area of 10,000 Sft. in Ground Floor at along NH-37 bye pass, near ISBT with well approach at Guwahati”.
- 3) Details of Estimated cost and EMD:

<b>Sl. No</b>	<b>Name of Work</b>	<b>Total Estimated Cost excluding GST for 3 years hiring (Rs. in lakh)</b>	<b>Earnest Money Deposit (EMD) (Rs. in lakh)</b>
A.	“Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH” for an area of 10,000 Sft. in Ground Floor at along NH-37 bye pass, near ISBT with well approach at Guwahati”	468.00 lakhs (Rupees Four hundred and sixty eight lakhs only)	9.36 lakhs (Rupees Nine lakhs and thirty six thousand only)

The estimated cost is including all the taxes levies etc. excluding GST. The applicable service tax / GST components should have to be shown separately by the bidder.

- 4) Tender should be submitted in two Stages viz. Stage-1 and Stage-2, all of these Stages should be placed online in website <https://eprocure.gov.in/eprocure/app>.

**Stage - 1** : Technical Bid.

**Stage - 2** : Financial Bid.

No other document other than the Price schedule should be uploaded in Stage – 2 containing price bid otherwise tender will be summarily rejected.

**Stage –1: - Technical Bid:** - The first Stage shall be submitted online along with the following documents:

- i. Scanned copy of the bid document marked original duly completed, signed and stamped on every page except prices.
- ii. Scanned copy of the ‘Tender Acceptance Letter’ duly signed and stamped.
- iii. Scanned copy of the ‘Form of Tender’ duly signed and stamped.
- iv. Scanned copy of the NEFT / RTGS for the cost of the bidding documents

- must be uploaded.
- v. Scanned copy of Earnest Money Deposit (NEFT / RTGS as prescribed). Scanned copy must be uploaded.
  - vi. Scanned copies of all the documents mentioned in the prequalification criteria and technical specifications along with property documents showing property area of approximately 10,000 sft for lease rent.
  - vii. Scanned copy of Letter of Authority for signing and negotiation of tender (as the case may be).
  - viii. Scanned copy of GST registration certificate.
  - i. Scanned copy of the labour license from the Concerned Authority
  - xii. Scanned copy of Permanent Account Number (PAN) issued by Income Tax Department.
  - xiii. Scanned copy of a valid trade license / license for shop & establishment / registration from the State Govt.
  - xiv. Scanned copy of a signed declaration stating that the firm has not been **banned** or **de-listed** by any govt. or quasi-Govt. agency or Public Sector Undertaking.
  - xv. Scanned copy of a signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for the downloaded tenders
  - xvi. Scanned copy of details of the organisation, its area of function, financial status, and available manpower at least the key personnel etc.
  - xvii. Scanned copy of proof of registered office in India with a sub-office in Assam.
  - xviii. Scanned copy of valid Micro, Small and Medium Enterprises (MSME) certificate for redemption of EMD & Tender cost, if applicable.

**Non submission of any of the above documents shall lead to disqualification of the bid**

**Stage – 2:** - Financial Bid: - Financial Bid in excel format ( BoQ-XXXX) provided along with this e-tender as Part – III shall be used for quoting prices / offer online.

The second Stage shall be submitted online for:

- i. Schedule of Prices duly filled in the specified form.
- ii. This will contain fixed price lease rent for hiring the premises for a period of 3 years which may be extendable for another 2 years including monthly maintenance charges, including annual increment lease rent (i.e. There is no provision for increase in monthly rent in this three years period) & by taking into consideration that no advance rent as Security Money is payable by Authority for hiring the building.
- iii. It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid) will be a sufficient cause for rejection of bid.

- 5) Bidders are advised to submit quotation strictly based upon technical specification, terms and conditions contained in technical specifications, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid. Bidders may quote for one location or more than one location.
- 6) Earnest Money Deposit against the work in the Notice inviting tender should be submitted through NEFT / RTGS in **“IWAI FUND PLAN”** for each terminal. Bids not accompanied with EMD in form of NEFT / RTGS are liable for rejection except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules.
- 7) Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.
- 8) Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder’s organization as following:
  - (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
  - (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
  - (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
  - (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. ‘Satisfactory evidence’ means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
  - (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submitting complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full

information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished along with the Tender.

- (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
- 9) Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 10) The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case IWAI requires any information/clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel / reject the bid.
- 11) If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 12) Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers, E-mail ID's and other communication details enabling IWAI to contact the bidder in case the need so arise.
- 13) IWAI shall have an unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.
- 14) In the event of the Bidder becoming the successful or unsuccessful Contractor, the amount of the EMD shall be returned by IWAI within 30 days of signing of Agreement by IWAI with successful bidder.
- 15) IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 16) The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested



corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.

- 17) The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal / failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.
- 18) Each Bidder shall submit only one online Bid for the work. A Bidder who submits more than one Bid will cause proposals with the Bidder's participation to be disqualified.
- 19) The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process
- 20) IWAI reserves the right to reject any or all bids without assigning any reasons.

**INSTRUCTION TO THE CONTRACTORS / BIDDERS FOR THE e- SUBMISSION.**

- 21) Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the consultants / bidders on the eProcurement / E-tender portal is a prerequisite for e-tendering.
- 22) Bidder should do the enrollment in the eProcurement site using the <https://eprocure.gov.in/eprocure/app> option available” Enroll Here” on the home page. Portal. Enrollment is free of charge. During enrolment / registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors / bidders through email id provided.
- 23) Bidder need to login to the site through their user ID / password chosen during enrolment / registration.
- 24) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / e-Mudhra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- 25) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 26) Consultant/Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested.
- 27) After downloading / getting the tender document, the Bidder should go through them carefully and then submit the documents as asked.
- 28) 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.

- 29) 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.
- 30) Bidder selects the tender which he / she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 31) From the favourite's folder, he selects the tender to view all the details indicated.
- 32) 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.
- 33) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document 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.
- 34) 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.
- 35) 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.
- 36) 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
- 37) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 38) The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 39) The details of any 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.
- 40) 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.

- 41) The bidder has to upload the relevant files required as indicated in the Stage content. In case of any irrelevant files, the bid will be rejected.
- 42) 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.
- 43) 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.
- 44) After the bid submission, the acknowledgement number, given by the e-tendering system would 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. 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.
- 45) 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.
- 46) 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.
- 47) 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 a symmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. 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.
- 48) 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. 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.
- 49) 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.

## GENERAL CONDITIONS OF CONTRACT

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## GENERAL CONDITIONS OF CONTRACT

### CLAUSE - 1: DEFINITIONS

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

- i) **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-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful tenderer who is 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 assign approved by the Engineer-in-charge.
- (iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (v) **IWAI / Authority / Department / Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (viii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- (ix) **Chief Engineer:** means the Chief Engineer of the Authority.
- (x) **Director** means the Director of the Authority, as the case may be.
- (xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (xii) **Senior Hydrographic Surveyor** means the Senior Hydrographic Surveyor of the Authority, as the case may be
- (xiii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (xiv) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be

- (xv) **Junior Hydrographic Surveyor** means the Junior Hydrographic Surveyor of the Authority, as the case may be
- (xvi) **Technical Assistant** means the Technical Assistant of Authority, as the case may be
- (xvii) **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.
- (xviii) **Day:** means a calendar day beginning and ending at mid-night.
- (xix) **Week:** means seven consecutive calendar days
- (xx) **Month:** means the one Calendar month.
- (xxi) **Site** means the waterway and / or other places through which the works are to be executed.
- (xxii) **Vessel:** means the vessel/craft belonging to the Contractor for carrying out the work.
- (xxiii) **Drawings:** means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xxiv) **Urgent Works:** means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer- in-Charge may deem expedient.
- (xxv) **Work/ works:** means work / works to be executed in accordance with the contract.
- (xxvi) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xxvii) District specifications mean the specifications followed by the State Government in the area where the work is to be executed.
- xxv) Tendered value means the value of the entire work as stipulated in the letter of award.

## **CLAUSE – 2: INTERPRETATIONS**

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.

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.

### **CLAUSE – 3: PERFORMANCE GUARANTEE**

There is no performance guarantee to be deposited.

### **CLAUSE – 4: SECURITY DEPOSIT**

There shall be no Security Deposit.

### **CLAUSE – 5: SUFFICIENCY OF TENDER**

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

### **CLAUSE – 6: CONTRACT DOCUMENTS**

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 languages, the language according to which the contract is to be constructed and interpreted shall be English.

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

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.

None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

### **CLAUSE – 7: DISCREPANCIES AND ADJUSTMENT OF ERRORS**

Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed: -

- (a) Relevant Specifications and Special Conditions, if any.
- (b) Drawings.
- (c) Indian Standards Specifications of BIS.

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.

Any error in description, prices or any omission therefrom 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 drawings and specifications or from any of his obligations under the contract.

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.

#### **CLAUSE-8: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE**

The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials/ parts to be used or workmanship achieved in connection with the works.

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 bidder 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.

Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.



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

#### **CLAUSE – 9: ASSIGNMENT AND SUB-LETTING**

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

#### **CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS**

The 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 authorised 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.

#### **CLAUSE – 11: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED**

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 36 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-36.

#### **CLAUSE – 12: COMMENCEMENT OF WORK**

The contractor shall provide the premises as per the terms and conditions of the contract, after furnishing the full interior works. 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.

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

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 designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.

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 or during the performance of the contract:

- (a) Specifications or revisions thereof other than standard printed specifications  
Explanations, instructions etc.

Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly. In the case of any class of work for which there is no specifications, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there are no such specifications in the BIS, work shall be carried out as per manufacturer's specifications, if manufacturer's specifications are also not available then as per District specifications. In case there are no such specifications as required, above the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

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

### **CLAUSE – 14: SETTING OUT THE WORKS**

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

### **CLAUSE – 15: URGENT WORKS**

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.

## **CLAUSE – 16: DEVIATIONS, VARIATIONS, EXTENT AND PRICING**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs 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 in case of non-availability of a portion of the site or for any other 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.

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus 25% of the time calculated in (i) above or such further additional time as maybe considered reasonable by the Engineer-in-Charge.

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

In the case of contract items, substituted items, contract cum substituted items, which exceed the deviation limits laid down in Schedule 'B' (if available), the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported

by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The provisions of the paragraph 16.4 above shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'B' (if available), and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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

#### **CLAUSE - 17: CONTRACTOR'S SUPERVISION**

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.

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.

#### **CLAUSE - 18: INSTRUCTIONS AND NOTICE**

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.

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.

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.

The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work through letter / email.

#### **CLAUSE -19: PLANT AND EQUIPMENT**

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

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

#### **CLAUSE – 20: PATENT RIGHT**

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

#### **CLAUSE – 21: MATERIALS**

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

All materials/parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time- to-time proof and samples, at his own cost, the materials/parts as may be specified by the Engineer-in-Charge. Further the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall

provide all facilities to carry out the same. The cost of materials/parts consumed in such tests and also the expenses incurred thereon including the cost of the testing charges, shall be borne by the contractor in all cases and also where such tests which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.

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

#### **CLAUSE - 22: LAWS GOVERNING THE CONTRACT**

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

#### **CLAUSE - 23: WATCH & WARD AND LIGHTING**

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

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

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.

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

#### **CLAUSE - 25: LABOUR**

(a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.

(b) If any foreigner is employed by the contractor 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 & Authority shall not be liable in any event.

(c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, the Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

The Contractor shall pay to labourer employed by him either directly or through sub-contractor's wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.

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) Maternity Benefit Act. 1961 (Amended)
- vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
- viii) The Industrial Disputes Act. 1947 (Amended)
- ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder 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

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.

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 wages or on account of deduction made from the wages 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.

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-

25.4 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-25.4 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 25.4 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 25.4 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.

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 25.4 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.

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.

The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.

Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Acts/Rules referred in clause 25.4 above shall make the contractor liable to pay to the Authority an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 25.4 above shall be final and binding and deductions for recovery of such may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

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.

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.

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.

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

**CLAUSE – 26: MATERIALS OBTAINED FROM EXCAVATION SUCH ASCOINS, FOSSILS, ETC.**

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

However, if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge.

Fossils, coins, articles of value, structures and other remains or things of geological or archeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carryout the Engineer-in- Charge's directions as to the disposal of the same at the expense of the Authority.

**CLAUSE – 27: FORCE MAJEURE**

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 andbinding. 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.

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.

If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

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

If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to IWAI or to any person during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost.

If it appears to the Engineer-in-Charge or his representative at any time during the progress of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective design or defective/improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.

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.

#### **CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE**

From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in

good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

- i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect:
  - (a) The Contractor shall, as may be directed in writing by the Engineer-in- Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
  - (b) The Contractor shall, as may be directed in writing by the Engineer-in- charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or 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.

The contractor shall take special precautions to see those public places and roads adjacent to contractor's yard are not blocked at anytime either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.

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.

The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

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.

- a) 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.
- b) Property liability limits for each accident not less than Rs. 1,00,000;
- c) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

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.

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.

The contractor shall at his own expense arrange for the safety provisions as required in respect of the works recovered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer-in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.

### **CLAUSE – 30: SUSPENSION OF WORKS**

The contractor shall on the receipt of order of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary.

The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:

- a) On account of any default on the part of the contractor or
- b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
- c) for the safety of the works or part thereof.
- d) The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

If the suspension is ordered for the reasons under the Clause 30.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part

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

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

#### **CLAUSE – 32: TERMINATION OF CONTRACT ON DEATH**

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

for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

**CLAUSE- 33: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR** (Not relevant for this contract)

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.

The Engineer-in-Charge without invoking action under clause 36 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) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/ or
- (b) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.

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.

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 value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. 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.

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 per as agreement be recoverable 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.

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 sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recoverable in accordance with the provisions of the contract.

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.

#### **CLAUSE - 34: COMPLETION TIME AND EXTENSIONS (not relevant for this contract)**

The Engineer-in-Charge will make available to the contractor the site to enable the contractor to commence & proceed with the execution of the work in accordance with agreed programme. If there is any delay in making available any area of the work or the delays mentioned in Para 34.4, the competent authority as specified in schedule-'B' (if provided) on the recommendations of the Engineer-in-Charge shall grant reasonable extension of time for completion of work. But the contractor shall not claim any compensation whatsoever on this account.

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

As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work.

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

- (i) Force majeure as per clause 27, 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 endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

In case the cost of the work is more than 10 crores than the total scope of work will be divided into milestones. The contractor shall submit a Time & Progress chart for each milestone and get it approved by the competent authority.

Request for rescheduling of Mile stones and 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' (if provided). The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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' (if provided) 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.

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.

#### **CLAUSE – 35: LIQUIDATED DAMAGES FOR DELAY**

There is no liquidity damage for delay, since lease rent payment shall commence only after successful completion of furnishing work and handing over premises to IWAI.

#### **CLAUSE – 36: WHEN THE CONTRACT CAN BE DETERMINED**

36.1 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-in-Charge 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-in-Charge.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) If the contractor shall enter into a contract with IWAI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) 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.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged 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 in force for the sequestration of his estate or if a

trust deed be executed by him for benefit of his creditors.

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

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 mentioned in schedule 'B' (if provided) shall have powers.

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 already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.

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 hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In 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.

#### **CLAUSE – 37: INSPECTION AND APPROVAL (not relevant for this contract)**

All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the

decision of the Engineer-in-Charge in this regard shall be final and binding.

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

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 three in a calendar month.

### **CLAUSE – 38: COMPLETION CERTIFICATE AND COMPLETION PLANS**

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

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

The contractor shall submit the completion plans of the work wherever required within 30 days of the completion of work. In case the contractor fails to submit completion plans as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15000/- (Rupees fifteen thousand only) as may be fixed by Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

#### **CLAUSE - 39: MEASUREMENTS**

The Engineer-in-charge shall, except as otherwise provided, ascertain and determine the interior furnishing work completion to his (or) his representative's satisfaction.

#### **CLAUSE – 40: PAYMENT ON ACCOUNT**

The Authority shall pay the rent to the Owner of the premise every month plus applicable GST in advance on or before the 7th day of current English calendar month, subject to deduction of TDS as may be applicable.

#### **CLAUSE – 41: TAXES, DUTIES AND LEVIES ETC.**

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 on all materials that the contractor has to purchase for the performance of the contract and services, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard except service tax/GST. The applicable service tax/GST components should have to be shown separately by the contractor during submission of bills which would be paid to the contractor as applicable. If any new taxes/ change in taxes /increase in taxes become applicable after the commencement of the contract affecting the total cost, IWAI may pay the new taxes/ change in taxes/ increase in taxes after ascertaining proper certification and proof to this extent submitted by the bidders. The contractor has to furnish the proof of payment to the concerned Govt. Authorities before claiming the next bill.

#### **CLAUSE-42: TAX DEDUCTION AT SOURCE**

TDS and other statutory taxes at the applicable rate as per the various Tax Act/Rules of the Govt. shall be deducted from all the payment/advances made against the contract.

#### **CLAUSE – 43: PAYMENT OF FINAL BILL**

The final rent to the Owner of the premise plus applicable GST in advance on or before the 7th day of current English calendar month, subject to deduction of TDS as may be applicable.

#### **CLAUSE - 44: OVER PAYMENTS AND UNDER PAYMENTS**

Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by

the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or he shall pay the claim on demand.

The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

If as a result of such audit and technical examination any over payment is recovery 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 recovered, the amount shall be duly paid to the contractor by the Authority.

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.

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

#### **CLAUSE – 45: FINALITY CLAUSE**

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

**CLAUSE – 46: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS**

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

**CLAUSE - 47: SETTLEMENT OF DISPUTES & ARBITRATION.**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, 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 hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, 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 Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer 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.
- (ii) If the Chief Engineer 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 Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer'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 proforma as per Appendix V (if provided), failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

Except where the decision has become final, binding and conclusive in terms of Sub Para 47.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.

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 communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the 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.

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.

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.

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

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

The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.

The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute. The Arbitration and Conciliation Act 1996 with any statutory modifications or re- enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.

The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Guwahati and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

**NOTE:** In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference



whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish 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.

#### **CLAUSE - 48: CLAIMS**

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 proceeding month.

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.

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

#### **CLAUSE 49: INTEREST**

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

#### **CLAUSE 50: INCENTIVE FOR EARLY COMPLETION.**

No incentives for early completion of work.

## **PART- II**

### **TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS**

1. The bidder shall be the sole, exclusive, absolute and lawful owner and is absolutely seized and possessed of, and otherwise well and sufficiently entitles to the commercial; property situated at Guwahati.
2. The bidder shall be having company incorporated within the meaning of companies Act, 1956 and having a registered office at Guwahati.
3. The bidder should have completed the full construction of RCC covered building structure. The premises should have all civil works completed as per specifications / requirement with an assurance that there are no defect, including any damp, leakages, cracks in walls, damage by termites, excessive structural sagging ceilings etc., and / or any other encumbrances or otherwise in the premises.
4. The bidder shall possess Premises free from all sorts of encumbrances, liens, impediments, any statutory notices, court notice, attachments, charges, litigation, injunction, bar from any authority etc. of whatsoever nature.
5. The bidder shall be fully empowered and authorized to let out the Premises and nothing shall affect, prejudice or diminish any of IWAI's right.
6. The Premises shall be constructed or acquired in accordance with sanctioned plans and applicable laws and regulations and the bidder will, at its sole cost and expense, comply with all future laws and requirement.
7. The Premises shall be used for commercial use as per law and shall at their sole cost and expenses comply with all future laws and requirement.
8. There should not be any outstanding payments or taxes including municipal taxes and property taxes or transfer / mutation charges pending in respect of Premises and that all utilities charges and whatever dues with respect to Premises are paid by the bidder up to date to the concerned authorities.
9. The bidder should have obtained all the necessary permissions / statutory clearances from all the concerned Authorities for functioning of office building. The bidder should have constructed in full compliance with all subdivision, building, zoning, environmental, and insurance laws and regulations and the Bidder should not have received any notice of violation of municipal regulations, ordinance, order and the like affecting the Premises.

10. The bidder shall have Permanent Account Number issued by Income Tax Dept.
11. The bidder shall be registered with Service tax / GST department and Service tax / GST component shall be shown separately in the bill / Invoice by the bidder.
12. The bidder must have GST registration, valid trade license / license for shop & establishment / registration from the State Govt.
13. The bidder should have Labour license from the concerned Authority.
14. The area of building required on lease rent shall have 10,000 Sft with RCC covered Ground Floor.
15. The 10,000 Sft area of the building shall be furnished (interior work) as per the tentative layout drawing attached (Concept – 1 & Concept – 2) with this tender document.
16. The tentative layout drawing may also likely to be changed due to aesthetic requirement to suit the space availability of the building.
17. The scope of furnishing (interior work) may not be limited to Flooring, False ceiling, Wall paneling, Dry wall, Structural glazing at front, Roller Blinds, Electrical, Fire alarming & detection system, LAN, Wi-fi Networking, Intercom, Desktop PC, Audio visual TV arrangement for video conferencing, CCTV, Toilet units, Air conditioning, Glass mosaic, Interior painting, interior beautification of offices & Guest furniture, Work stations, mini conference halls etc. as per requirement. Moreover making it fully functional office for immediate use.
18. The furnishing (interior work) shall be carried out by the owner at his own cost with standard equipments / items as per the direction of the EIC (or) his authorized representative's satisfaction to make it functionalization of office works.
19. The Location of the building shall be along NH-37 bye pass, near ISBT with well approach at Guwahati with dual entrance facility.
20. Self-certificate stating that the bidder has not banned or de-listed by any Govt. or Quasi Govt. agency or Public Sector Undertaking.
21. Undertaking shall be submitted on above items separately by the bidder as supporting document, if relevant documents do not exist.
22. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

23. The bidder should see the General Conditions, Technical & Special Conditions of contract very carefully before bidding.

**6. ADDITIONAL CONDITIONS: -**

- i. The lease rent premises shall be provided with uninterrupted (24/7) power supply backed up with suitable DG genset.
- ii. There should be independent parking spaces, adequate for entire IWAI & Ayush office set up, IWT stakeholders and skill development activities.
- iii. The building owner should provide all the furnishing equipment, accessories required for the premises for office, VVIP rest rooms, conference facility / room etc. Room for accommodating skill development program may also be there. There should be dual approaches, all well-furnished from ceiling to floor.

**7. DEPLOYMENT OF MANPOWER FOR SAFETY & SECURITY**

The bidder shall be responsible for the safety & security of the building premises. The bidder is also responsible for any injury / loss of life of the personnel deployed by him during the contract period.

## **SPECIAL CONDITIONS**

### **A. HOLD HARMLESS:**

- i) The Contractor should indemnify and hold the Authority harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract.
- ii) The Contractor is acting in the capacity of an independent contractor with respect to the Authority.
  - a. The Contractor should protect, defend and indemnify the Owner from any claims by labourers or Sub Contractors for unpaid work or labour performed in connection with this Contractor.

### **B. CHANGE ORDERS:**

The Contractor should not make any changes to the Specifications of interior work without written authorization by the Engineer in Charge and written concurrence by the Authority.

### **C. UNSATISFACTORY PERFORMANCE:**

In case of unsatisfactory performance / progress / services by the Contractor, IWAI shall take over the building premises after its completion of furnishing the interior work and thereafter only lease rent period shall commence.

### **D. WARRANTY:**

The bidder shall warrant for the furnished interior items as per their manufacturer's warranty period for the items.

### **E. MISCELLANEOUS:**

The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.

**PART-III (PRICE BID)**  
**BILL OF QUANTITY**

Validate

Print

Help

**Item Rate BoQ**

Tender Inviting Authority: Inland Waterways Authority of India

Name of Work: Tender for Hiring of Building on Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH

Contract No: IWAI/GHY/Building/2022-23

Bidder Name :						
<b>PRICE SCHEDULE</b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
<b>NUMBER</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity (Months)</b>	<b>Units</b>	<b>BASIC RATE In Figures To be entered by the Bidder Rs. P</b>	<b>TOTAL AMOUNT Without Taxes</b>	<b>TOTAL AMOUNT In Words</b>
1	2	3	4	5	6	7
1.00	Hiring of Building on monthly Lease rent for Planning, Implementation, Monitoring & Skill development center for IWAI & AYUSH" for an area of 10,000 Sft. in Ground Floor at along NH-37 bye pass, near ISBT with well approach at Guwahati including furnishing (Interior) works for a period of 3 years [may be extended for another 2 years (max) including monthly maintenance charges, no interest payable due to delay in paying monthly rent, including annual increment lease rent and by taking into consideration that no advance rent as Security Money is payable by Authority for hiring the building.	36	Lease Rent per month		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>	

## **PART - IV**

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

### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this..... Day of..... 20.....

BETWEEN

Authorized representative of Inland Waterways Authority of India.

IWAI, (Hereinafter referred as the 'Principal / Authority, 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 "Bidder / Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)  
(Details of duly authorized signatory)

Preamble

WHEREAS the Principal / Authority has floated the Tender (NIT No.....) (Hereinafter referred to as "Tender / Bid") and intends to award, under laid down organizational procedure, contract for ".....)" hereinafter referred to as the "Contract".

AND WHEREAS the Principal / Authority 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 Authority**

1. The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Authority, 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 Authority will, during the Tender process, treat all Bidder(s) with equity and reason. The Authority 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 Authority shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Authority 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 Authority 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 and throughout the negotiation 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 Authority'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 Authority 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 orcausing 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**

1. Without prejudice to any rights that may be available to the Authority under law or the Contract or its established policies and laid down procedures, the Authority 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 Authority's absolute right:
2. 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 Authority 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 Authority. Such exclusion may be forever or for a limited period as decided by the Authority.
3. **Forfeiture of EMD**: If the Authority 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 Authority apart from exercising any legal rights that may have accrued to the Authority, may in its considered opinion forfeit the entire amount of Earnest Money Deposit of the Bidder / Contractor.

4. Criminal Liability: If the Authority 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 Authority has substantive suspicion in this regard, the Authority 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 / holidaylisting of the Bidder / Contractor as deemed fit by the Authority.
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 Authority may, at its own discretion, revoke the exclusion *prematurely*.

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

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subcontractors / sub-vendors.
2. The Authority will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Authority will disqualify Bidders, who do not submit, the duly signed Pact between the Authority 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**

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor after the completion of work under the contract or till the Contract has been awarded.
2. 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 Authority, 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 intensions.
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 Authority in accordance with this Integrity Agreement / Pact or interpretation there of shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

1. 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 theplace and date first above mentioned in the presence of following witnesses:

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

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

WITNESSES:

1. ....

(Signature, name and address)

2.

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

Place:

**LEASE DEED / Agreement Format**

The Lease Deed (Deed) is made and executed here in this the ..... day of ....., 2022 at Guwahati.

**BETWEEN**

**M/S.** ..... as company incorporated within the meaning of companies Act, 1956 having its registered office situated at ..... in the district of ....., being represented by, **Shri / Smt** ..... hereinafter called “**THE LESSOR**” (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its affiliates, subsidiaries, successor, and/or successors in interest and assigns) of **the FIRST PART.**

**-AND-**

**INLAND WATER WAYS AUTHORITY OF INDIA** (Ministry of Ports, Shipping and Waterways, Govt. of India) having its office at Pandu Port Complex, Pandu, Guwahati -781 012 duly represented by its authorized signatory **Shri A Selvakumar, Director**, hereinafter called “**THE LESSEE**” (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its affiliates, subsidiaries, successor, and / or successors in interest and assigns) of the **SECOND PART.**

The Lessor and the Lessee are collectively, hereinafter referred to as the “PARTIES’.

**WHEREAS:**

- A. The Lessor is the sole, exclusive, absolute and lawful owner and is absolutely seized and possessed of, and otherwise well and sufficiently entitles to the commercial; property situated at ..... in all admeasuring RCC Covered Ground Floor – 10000.00 Sq Ft (herein referred to as Scheduled Premises) the Scheduled Premises is more particularly described in the Schedule hereto written below.
- B. Based on the representations warranties and convenience made by the Lessor to the Lessee the Lessee has agreed to take on the lease property from the Lessor on the terms and Conditions set out in this agreement.
- C. The party is now desire to record the terms and conditions upon and subject to which the letter said granted a lease of and the Lessee shall take on lease the Lease property
- D. That the Lessor further represents to the Lessee that it has unrestricted and exclusive rights to use, maintain, develop and let out the said Premises including all liberties, easement, rights, advantages, entrances, passages, right to ingress and egress including all common facilities and he/she/it is competent to execute this deed on the terms and conditions contained hereto. The Lessor ensure the Lessee that there is nothing contained in it constitution documents that may prejudice documents that may prejudice the grant of this Lease.
- E. That the Lessor further represents to the Lessee that the said Premises is free from all sorts of encumbrances, liens, impediments, any statutory notices, court notice, attachments, charges, litigation, injunction, bar from any authority etc. of whatsoever nature and the Lessor is fully empowered and authorized to let out the said Premises to the Lessee and nothing shall affect,

prejudice or diminish any of the Lessee rights under this Deed. The Lessor represents that the said Premises has been constructed or acquired in accordance with sanctioned plans and applicable laws and regulations and the Lessor will, at its sole cost and expense, comply with all future laws and requirement that may arise. The Lessor further represents that the said Premises can be used for commercial use as per law and shall at their sole cost and expense comply with all future laws and requirement that may arise. The Lessor also represents that there are no outstanding payments or taxes including municipal taxes and property taxes or transfer/mutation charge pending in respect of the Said Premises and that all utilities charges and whatever dues with respect to the Said Premises are paid up to date to the concerned authorities.

- F. The Lessee is a Statutory Authority in charge of the National Waterways in India. It was constituted under IWAI Act-1985 by the Parliament of India and the Lessee herein intends to use the said Premises for the purpose of "*Planning, Implementation and Skill development center for IWT & AYUSH at Guwahati*".

The Lessor with the aforesaid representation and declarations has agreed to grant to the Lessee and the Lessee has agreed to take on lease the said premises for the right to use, occupy and carry out its aforesaid business at the said premises on the terms and conditions, hereinafter, appearing. The lessor shall arrange NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good consideration, the adequacy of which is hereby acknowledged, the parties intending to be bound legally, agrees as follows:

## 1. GRANT OF LEASE

- i. Subject to the Lessee making timely payments as per this Deed and observing the covenants under this Deed, the Lessor hereby agrees to grant lease of the Said Premises to the Lessee, to enable the Lessee to set and conduct business at the Said Premises. The Lessee shall be liable to obtain, at its own risk and expenses, all the necessary trade permission, licenses to run the permitted business at the said Premises. The lessee shall provide all the requisite documents from time to time to the Lessee to do the legal business in the said premises.
- ii. The subject matter of this Lease i.e., the Said Premises is the space as mentioned in Annexure IA: Schedule of the Premises.

## 2. LEASE PERIOD

- i. THE GRANT OF THE Lease to the Lessee of the Said premises shall be for a period of 3 (three) years, extendable at mutual consent for next consequent year (maximum extension shall be 2 years) effective from the **Rent Commencement Date** (as defined in Clause 4 (III)) unless determined before, in terms of this Deed (herein after known as '**Lease Period**') however the term can be further extended with the mutual consent of both the parties.
- ii. The lessor shall not be entitled to terminate this Deed during the Lease Period except under Clause 8(i)(b).

## 3. OBLIGATIONS OF THE LESSOR AND LESSEE

### i. Lessor's Obligations:

- a). The lessor declares and confirms that the vacant, peaceful and physical possession of the said Premises shall be made after diligently completing all civil works as undertaken and specified in the **ANNEXURE- IB** to this Deed with an assurance that there are no defect, including any damp, leakages, cracks in walls, damage by termites, excessive structural sagging ceilings etc., and/or any other encumbrances or otherwise in the premises.
- b). All such civil works, and its persistence throughout, are an indispensable obligation of the Lessor and of essence to the contract, and the lessor shall assure that if during handing over of the said premises any such work is not up to the specification of the Lessee as per **ANNEXURE- IB**, then

- the same shall be updated/made as per the requirement at no extra cost to the Lessee.
- c). If any approval/no objection is required to be obtained from any authorities or local association for doing the fit outs in the said Premises or for occupation of the said premises by the Lessee, the Lessee shall obtain the same and the cost for such approval/no objection shall be borne by the Lessee. The lessor shall provide all the necessary documents and support for the same.

**ii. Lessee's Obligation:**

- a). The Lessee shall accept the possession of the said premises when the Lessor makes available having complied with Clause 3(i)
- b). The lessee shall not be entitled to occupy any other space/area except the said Premises mentioned herein above.

**4. PAYMENT OF LEASE RENT & RENT ESCALATION**

- i). In consideration of the lessee being allowed the peaceful possession of the said Premises and this lease thereof, the Lessee shall pay the rent to the Lessor every month (herein after known as "Rent) @ Rs. .... per Sqft (furnished) for an approximate area of 10000 sqft") of a sum of Rs. ..../- (Rupees ..... only) plus applicable GST in advance on or before the 7th day of current English calendar month, subject to deduction of TDS as may be applicable, or any other statutory deductibles, by way of cheque or electronics transfer in favour of lessor. In case of delay beyond 7 days from the due date, there will be no interest to be levied on the amount. The GST, if any, shall be borne by the Lessee only.
- ii). The LESSEE shall not bear any charges due to the common Area maintenance (CAM) which includes service like security on main gate, camera in common area, cleaning of common space, parking area maintenance, maintenance and operation of lift etc. The Lessee shall bear the Electricity and DG Fuel Consumption charges on the basis of actuals as generated by the Consumption Report.
- iii). The rent payment shall commence from 07th February, 2022 (hereinafter known as the Rent Commencement date).
- iv). However, the rent payable for any partial calendar month included in the Lease period, if any shall be paid prorated on a daily basis.
- v). It is agreed by the Lessor that it shall raise timely invoice of rent and acknowledge the receipt of every such payment by issuing proper rent Invoices/acknowledgement receipt, bearing, inter alia, the name, address, GSTIN and PAN of the Lessor. If such receipt, for any month is not issued then the Lessee may withhold the rent for subsequent months unless such receipt is issued. The same would be handed over to your representative in the said premises only.
- vi). There is no provision for increase in monthly rent within a period of 3 years from the date of commencement of rent. Further, there is no provision for any maintenance charges to be paid by IWAI. The rent itself is inclusive of all such charges. However, for the lease period beyond 3 years any increase in monthly rent may be decided by mutual consent between the parties--

**5. SECURITY DEPOSIT**

- i). There is no provision for Security Deposit to be paid in advance by IWAI for this accommodation.

**6. COVENANTS, RIGHTS AND OBLIGATIONS OF THE LESSEE**

**i). Access to the Said Premises**

Subject to the Lessee paying the Rent and other charges as per this Deed, hereby reserved and/or payable by the Lessee and observing and performing the several covenants and conditions herein contained and on the part of the Lessee to be observed and/or performed, the Lessee, its successor, assigns, employees, customers, service provider, suppliers or any person or persons lawfully claiming through, under or in trust for the Lessee shall be entitled to quietly and peacefully hold and enjoy the Said Premises and shall have free access to the Said Premises from the main entry also with proper frontage availability during the continuance of this lease without any interruption from the Lessor or any person or persons lawfully claiming through under or in trust for the Lessor.

**ii). Permitted Business**

The Lessee is entitled to conduct the permitted business from the Said Premises of operating an office setup, conducting trainings, holding camps, conferences, meetings with various stakeholders, and any other incidental or auxiliary business, as the Lessee may deem proper in pursuit of attaining the objective of skilling the youth of Assam.

**iii). Signage**

The Lessee shall be entitled to display its signage on the Said Premises at a location decided mutually by both the parties and wherever feasible and practically possible and in the building directory at no extra cost. The Lessee shall be entitled to install antennae or other peripheral on the terrace of the building at the space designated by the Lessor at no additional cost. However, the amount if any charged by any statutory authority for such display of signage and its cost shall be borne by the Lessee only. The Lessor shall assist and cooperate with the Lessee in obtaining any necessary permission from statutory authorities or adjoining owners and occupants, if any, for the Lessee to place or construct the foregoing signage.

**iv). Repairs**

The Lessee shall attend to all minor and day to day repairs such as fuses. Leakage of taps, replacement of consumable parts etc. at its own cost (in case the amount is not exceeding Rs. 25,000 in one occasion). However, major structural defects, repairs such as leakage's of roofs, Structural damages, walls, bursting, water supply, sewerage system, cracks in walls etc. shall be attended to by the Lessor, within a reasonable time specified in the notice issued by the Lessee, at the Lessor's own cost provided such repairs are not attributable to negligence on the part of the Lessee.

**v). Alterations and Improvements**

The Lessee shall use the Said Premises with due care and caution and shall be permitted to carry out necessary improvements and modifications to the Said Premises (including renovation, refurbishing, Decoration, installation of equipment, furniture, wooden/fibre partitions, false ceiling etc.) without carrying out any structural changes, which if ever required can only be done with prior written permission from the Lessor and without affecting and damaging the Said Premises, at its cost, risk and expenditure.

**vi). Assignments**

The Lessee cannot sublet, part possession or assign the Said Premises. Further, the Lessee shall continue to be responsible to the Lessor for due performance of its obligations under this Deed in case of franchise arrangement and any communications from the Lessor with respect to this Deed shall always be made to the Lessee only.

**vii). Other Covenants**

- a. The Lessee shall be free to appoint security, observe its own working hours and holidays and/or its business operations mechanisms, as per the applicable statutory regulations or company policy. The Lessor shall not interfere with any such decisions.
- b. The Lessee shall comply with all laws, rules and regulations of all local bodies and authorities as applicable and all other orders, directions and notifications issued by the authorities or by any local body or authority or by government or any orders passed by any court concerning the Said Premises in so far as it is required to be observed and performed by the Lessee in respect of its business operations in the Said Premises.
- c. The Lessee may promote its schemes, policies etc. from the Said Premises and the Lessor shall have no objections to any such advertisements.

- d. The Lessee shall not make any illegal, immoral or any such abuse of Said Premises nor shall carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette. The Lessee shall not store in the Said Premises any goods of hazardous or combustible nature which may tend to cause damage to the Said Premises.

## **7. COVENANTS, RIGHTS AND OBLIGATIONS OF THE LESSOR**

### **i). Good Title and Peaceful Possession**

The Lessor has and shall maintain a good right, title and power to grant this lease and ensure peaceful possession of the Said Premises, inclusive of right of entry and other rights, throughout the Lease Period, preventing interruption from the Lessor or any person or persons lawfully claiming through, under or in trust for the Lessor, provided the Lessee complies with its covenants under this Deed. Further, the Lessor shall also ensure that during the tenure, no nuisance is caused either by the Lessor himself or through anyone claiming under him.

The Lessor represents that the Said Premises has been constructed in accordance with applicable laws and regulations and the Lessor will, at its sole cost and expense, comply with all future laws and requirements that may arise. The Lessor represents, that the Said Premises has been constructed in full compliance with all subdivision, building, zoning, environmental, and insurance laws and regulations and the Lessor has not received any notice of violation of municipal regulations, ordinance, order and the like affecting the Said Premises. The Lessor further represents that the Said Premises can be used for commercial use as per law and shall at their sole cost and expense comply with all future laws and requirements that may arise.

In case, due to any objection raised by any authority(s) third person whereby the right of the Lessee to use the Said Premises for the purpose of the Lessee or any part thereof is affected, reduced or extinguished during the tenure of the lease due to any fault / encumbrance of the Lessor, then the rent payable shall be proportionately be reduced. The Lessor shall indemnify the Lessee for any loss or damage to the Lessee's belongings inside the Said Premises due to any taken by any authority any third party. Notwithstanding anything mentioned above, if the Lessor cannot provide such peaceful possession and/ or good title, the Lessee shall have the right to terminate this Deed at its sole discretion.

### **ii). Consents & Co-Operations**

The Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which the Lessor's consent is required or desirable under this Deed. The Lessor shall also co-operate with the Lessee to obtain any licenses / approvals from any person/ authorities during the Lease Period. The Lessor agrees to provide to the Lessee all necessary documents required by the Lessee to obtain necessary permissions from the statutory authorities by way of providing necessary proof of title of the Said Premises.

### **iii). Taxes**

The Lessor will promptly pay and discharge all past, present and future municipal (house/property tax, assessment, etc.) imposed or payable to any person or authority concerning the Said Premises at the rates prevailing and the Lessor shall indemnify and keep indemnified the Lessee in this respect during the Lease Period. The Lessor shall solely bear any penalties, interests and charges for non-payment of any such taxes as well as for any illegal/ unauthorized constructions. The Lessee shall bear the GST applicable on the Rent payable for the Said Premises.

### **v). Utilities Charges & other facilities**

The Lessor shall provide the required electric supply during the fit out period for carrying out necessary work, and shall also bear the cost of utilities during the Fit-Out period.



The Lessor assures to provide the required electric load of not more than **100 KW** with electric sub meter of the same rating before the possession delivery date. In case of Lessor's failure to provide the electric load on the possession delivery date, the Lessor shall provide the fuel to run the genset installed by the lessee.

The Lessor shall provide all such utilities / facilities as detailed in the Annexure-IB of this Deed. All such facilities/utilities provided shall be of standard quality.

That the Lessor shall during the whole tenure, be responsible for the persistence of such Facilities Utilities as mentioned in the Annexure IB, except for reasons accruing due to negligence of the Lessee.

The Lessee shall regularly and punctually pay electricity bills to the concerned authority/lessor as the case may be / person (s), as per consumption and meter reading The Lessor agrees to immediately provide the invoices, so that the Lessee does not suffer from any suspension of such utility services or any other repercussions.

For clarity, it is hereby agreed that in case any change in meter / main box is required, it shall be borne by Lessor only.

The Lessor shall ensure that there is smooth electricity and water supply (if any) at the Said Premises and agrees not to do any act, omission, etc. due to which such supply gets suspended disconnected, provided the Charges are paid by the Lessee from time to time.

All dues on any such utilities whatsoever prior to the Possession Delivery Date shall be sole and exclusive liability of the Lessor and must be cleared before the Rent Commencement Date.

The Lessee shall have the right to apply for, obtain and install as many telephone/tax/data transmission lines in its own name in the Said Premises as it may deem necessary for its business activities and at its own cost

**v). Transfer of Said Premises**

During the subsistence of this Deed or any renewal thereof, if the Lessor decides to sell, transfer, charge or encumber the Said Premises, the Lessor shall ensure that the said sale transfer charge encumbrance of the Said Premises by the Lessor shall however not affect the right of the Lessee under this Deed, and that in such an event, the Lessor shall always obtain appropriate written documents / attornment deed from such transferee stating that they shall step into the shoes of the Lessor and ensure that the Lessee continues to enter, use and occupy the Said Premises during the remaining Lease Period of this deed on the same terms and conditions. Further, all the expenses including the stamp duty for execution of an agreement / attornment deed between the Parties and the transferee shall be borne by the Lessor or the transferee.

**vi). Fire Protection**

The Lessor hereby agrees that he shall provide fire hydrant system in the said premises and smoke detector, fire alarm and sprinklers in common area and parking. Any other work related to fire protection inside the store is the sole responsibility of the Lessee and the cost for the same would be borne by the Lessee only.

**vii). Other Scope of Work by the Lessor**

a). The Lessor undertakes to complete any structural civil work, if any, required by the Lessee for making the Said Premises tenable.

- b). The space for mounting air conditioner and/or power back up outdoor units shall be provided by the Lessor at no extra cost.
- c). During the term of this Lease, the Lessee shall have the right to use the common areas, common washrooms, automobile parking areas, driveways, and footways along with the Lessor and other occupant of the Building their guests and invitees.

**viii). Trademarks**

The Lessor shall not be entitled to use or associate itself with the Lessee's trademark or any other IPR, except expressly so authorized.

**8. EXPIRY / TERMINATION & ITS CONSEQUENCES**

**i). Expiry/ Termination:**

This lease shall continue to exist during the Lease Period of this Deed unless it comes to an end due to efflux of time or is terminated in the following manner/under the following circumstances:

- a). By the Lessee: By giving 3 (three) month advance notice without assigning any reasons thereof of its intention to do so or 3 (three) month lease Rent in lieu thereof. However, in case of default / breach of covenant by the Lessor, the Lessee shall terminate immediately, and the Lessor shall give adequate compensation for loss of stocks, finings & furniture, other investments, etc. to the Lessee.
- b). By the Lessor: The Lessor shall be entitled to terminate the lease for by giving three(3) months' notice in advance. If any Event of Default occurs, the Lessor shall serve a remedial corrective notice period of 30 days and on failure to remedy the default by the Lessee at the expiry of such notice period, will result in termination by the Lessor.

**ii). Events of Default:**

- a). The Rent herein above reserved remain unpaid for Three (3) consecutive months.
- b). Violation of Clause 6(vii(d)) by making any illegal or immoral use of the Said Premises.

**iii). Consequences of Termination or expiry & Return of Possession**

- a). The Lessee shall handover the Said Premises to the Lessor on the expiry of the lease or its earlier, termination in same good tenantable condition as taken by the Lessee from the Lessor except reasonable wear and tear, unless the lease period is extended further. However, in either case, the Lessor will allow a further period of 30 days or such further as is required to setup a new office setup, whichever is later, to vacate the premises.
- b). Further, before handing over the peaceful, vacant, physical possession of the Said Premises, the Lessee shall have the right to dismount and take all the stocks/furniture/fittings and/or any other capital Equipment's being the property of the Lessee from the Said Premises without damaging the Said Premises subject to normal wear and tear and the Lessor shall not raise any objection to the same. If any damage is caused, the Lessee shall rectify the same provided an inspection shall be made and any such damage shall be recorded on the day of surrender of the Said Premises in presence of both the Parties. However, under no circumstances shall the Lessor have any charge or lien over the Lessee's goods, stocks and property.

- c). Any detachable moveable property belonging to the Lessee, including any renovations improvements and alterations made under Clause 6 (V). shall be removed by the Lessee without affecting the Said Premises subject normal wear and tear and that the right ownership of all such improvements / equipment etc. shall always remain with the Lessee only and the Lessor shall not claim any right whatever on the same.
- d). The Security Deposit shall be refunded by the Lessor simultaneous on handing over of the possession of the Said Premises as per Clause 5 (iii).
- e). If at the time of vacating the Said Premises, on expiry or earlier termination of the lease, there remains any outstanding under this Deed including electricity/water bills. The Lessee shall clear such bills; and if no such bill is received, the Lessee shall pay to the Lessor those charges as per meter readings for the Said Premises as on date of the Lessee vacating the Said Premises.
- f). If, for any unforeseen circumstances, the Lessee holds over the Said Premises, after the expiration or sooner determination of the lease as provided herein, for purposes such as vacating, removal of stocks, furniture, fittings, etc. then for a period of fifteen (15) days, the Lessee shall be obliged to pay prorated Rent for each day of such holding period of the Said Premises. It is understood that such period shall not be treated as trespass or unlawful possession of the Said Premises by the Lessee. However, after completion of such 15days period, if the Lessee continues to hold over the Said Premises, then the Lessor shall be entitled to claim double the prorated rent as a penalty. However, even after the expiry of 30 days from the expiration or sooner determination of the lease, if the Said Premises is not handed over to the Lessor, then it shall be considered as trespass or unlawful possession and the Lessor shall be entitled to take any recourse, including any civil and criminal proceedings against the Lessee.

## **9. Force Majeure**

In the event the Said Premises or any part thereof are destroyed or damaged by any Force Majeure event, such that the Lessee is unable to make use of this lease and continue its business therein or if the Said Premises is rendered unfit for occupation, then the Lessee shall have the option to terminate this Deed.

The Lessee shall be relieved from paying Rent and/or any other charges during any period of the Lease Period that the Said Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the business activated of the Lessee. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to the Lessee

In the event, the Lessee does not exercise the option of terminating this lease within such period then this lease shall deem to continue and shall in fact remain in force even during such disrupted period and the Lessor shall at his own expenses, as speedily as circumstances permit, rebuild and/or restore the Said Premises to its original condition.

Force Majeure shall inter alia include contingencies caused by neither of the Parties and unforeseen circumstances such as war, fire, tempest, floods, earthquake, civil unrest, strike, any Act of God, acts of the Government or statutory authorities or any structural defects of such nature that the damage caused is irreparable and the Said Premises Cannot be used by the Lessee for its business activities.

## **10. NOTICES**

Any notice required to be served hereunder, by both the Parties, shall be deemed to have duly and effectively served if sent at the below mentioned address of the Lessee and the Lessor respectively by Registered Post with Acknowledgement Due or Courier or delivery by hand or E-mail.

In case of change of address of any Party, the same shall be intimated immediately by the concerned Party to the other Party in writing and in absence of any such intimation of change in address, any notice served at the herein mentioned address shall be a valid.

**Lessor Name:** .....

**Address:** .....

**E-Mail ID:** .....

**Lessee Name: INLAND WATERWAYS AUTHORITY OF INDIA**

**Address:** Pandu Port Complex, Pandu, Guwahati-781012

**E-Mail ID:** dirguw.iwai@nic.in

**11. OTHER MUTUAL COVENANTS**

- i). The recitals contained hereinabove shall form an integral part of the operative, as if the same were set out and incorporated verbatim herein.
- ii). Both Parties to this Deed shall perform any further acts which may be reasonably necessary to carry out the provisions of this Deed and/ or to ensure its validity in.
- iii). The Lessee and the Lessor shall indemnify and keep indemnified each other of, from and against all actions, suits, proceeding, costs, charges expenses and other liabilities brought against suffered or incurred by the Lessor or the Lessee respectively by reason of any breach. Wrong representations, non-performance or non-observance by the Lessor or the Lessee as the case may be, of any of their respective obligation under this Deed.
- iv). The Lessee shall be responsible for the Insurance of its goods, furniture, fittings, fixtures, equipment etc. Owned by the Lessee inside the Said Premises whereas the Lessor shall ensure the insurance with respect to the Said Premises only throughout the tenure of this Deed against firebreak-out or any natural calamity.
- v). This Deed is not and shall not, however, in any manner, be deemed to be construed as a partnership or association of persons between the Parties hereto and shall never be deemed to constitute one as the agent of the other except specifically mentioned in this Deed.
- vi). The Lessee shall permit the Lessor and/or his agents, representatives and workmen to enter upon the Said Premises at all reasonable times and without unreasonable interference with the Lessee's business with a prior written notice either for the purpose of inspection or repair or any act required in pursuance of the provisions of the local laws or any other local body or authority.
- vii). The Parties or their representatives shall not block or obstruct the passage, staircase, main gate, etc. of the Said Premises / buildings, in any manner whatsoever and shall keep the same clear and free for the smooth entry and exit of other occupants/owners / visitors of the building.
- viii). This document together with the schedule herein signed by the parties shall be binding on both the parties This Deed shall be subject to the statutory laws applicable in India from time to time. Any variations or modifications to the Lease Deed shall valid only if it is specifically agreed upon by the parties in writing and, signed by the Parties/authorized representatives of the Parties.

- ix). If any part or term or provision of this Deed herein is declared by any Court of Law to be invalid or in conflict with law or becomes unenforceable, then the validity and enforceability of the remaining portion of this Deed shall not be affected. In such a case the declared part or term or provision shall be deemed not to be part of this Deed.
- x). No forbearance, relaxation or inaction by any party hereto at any time to require performance of any of the provisions of this Deed shall, in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any party hereto of any breach of any of the provisions of this Deed shall not be construed as a waiver or acquiescence of any of the rights hereunder or arising out of this Deed.
- xi). The stamp duty, registration fees and other expenses for registration shall be equally borne by the Lessor and the Lessee. The stamped original Deed shall be retained by the Lessor and the certified copy thereof shall be retained by the Lessee.
- xii). Any party may, at any time and for any reason, disclose the existence and terms of this Deed to any person when such party determines that such person has a legitimate need for this information, including any government or government agency.
- xiii). The Lessor undertakes to promptly notify the Lessee of any notice received by the Lessor from any governmental or municipal authority or public body in respect of the Said Premises, which would adversely affect the interest of the Lessee.

**12. DISPUTE REDRESSAL & JURISDICTION**

It is mutually agreed by the Parties herein, in case of any dispute arising out or in any way concerning this Deed shall be referred to mutual settlement and in failure to arrive at any mutual settlement, the dispute shall be referred for arbitration.

The parties shall appoint one (1) Arbitrator to conduct the arbitral proceeding on behalf of both the Parties. The arbitrator shall then conduct the arbitration proceedings in consonance with the provisions of The Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time. The decision of the Arbitrator(s) so appointed shall be binding upon the Parties and the proceedings shall be as decided by the Arbitrator. The proceedings of arbitration shall be conducted in English language. The arbitration shall take place in Guwahati.

The Courts in Guwahati shall alone have jurisdiction with regard to this Deed.

IN WITNESS WHEREOF THIS MOU has been executed between the parties hereto by their authorized officers in two originals in English on the day and the year first above written.

SIGNED AND DELIVERED  
 For and on behalf of  
 INLAND WATERWAYS AUTHORITY OF INDIA (IWAI)

SIGNED AND DELIVERED  
 For and on behalf of  
 M/S. ....

(A. Selvakumar)  
 Director (IWAI, Guwahati)

(Shri / Smt.....)  
 Designation:.....

(Seal)

(Seal)

Witness: -

1.

2.

Witness:-

1.

2.

**ANNEXURE-IA: SCHEDULE OF THE PREMISES**

All that piece and parcel of the property in Ground Floor and measuring built up area approx.10,000 Sq.Ft. RCC situated at ..... and bounded on the:

East by: .....

West by: .....

North by: .....

South by: .....

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and Seal to this writing on the date and year first mentioned herein above.

LESSOR

LESSEE

**ANNEXURE-IB: Facilities to be provided by the Lessor**

Under this Deed, the Lessor agrees to provide the following Facilities / Utilities to the Lessee as per specifications/ requirement of the Lessee:

<b>Facility / Utility</b>
Civil Works <ul style="list-style-type: none"><li>• Flooring</li><li>• Standard Staircase &amp; Railing</li><li>• Electricity Load</li><li>• Common Lift</li><li>• Water Supply at Duct Points</li><li>• Space for installation of Genset</li></ul>

**Notice for appointment of  
Arbitrator[Refer Clause 47]**

Annexure -II

To,

The Chairman,  
IWAI

.....  
.....

Dear Sir,

In terms of clause 47 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputed mentioned below:

1. Name of applicant
2. Whether applicant is Individual / Prop. Firm / Partnership Firm / Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of imitiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Chief Engineer for decision
17. Date of receipt of Chief Engineer's decision
18. Date of appeal made to Chairman, IWAI
19. Date of receipt of the decision of Chairman, IWAI

Specimen signatures of the applicant(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims
- 2.
- 3.
- 4.

Yours faithfully

(Signatures)

Copy in duplicate to:

1. The Regional Director, IWAI



**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC  
FUND TRANSFER SYSTEM**

**(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD)**

**NAME OF THE PROJECT:** \_\_\_\_\_

**THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:**

We \_\_\_\_\_ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-Payment mode as per account details given below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay / default due to any technical reasons beyond IWAI's control:-

**Bank Account Number** : \_\_\_\_\_

**RTGS/NEFT/IFSC CODE** : \_\_\_\_\_

**Name of the Bank** : \_\_\_\_\_

**Address of the Branch of the Bank** : \_\_\_\_\_

**Branch code** : \_\_\_\_\_

**Account Type** : \_\_\_\_\_  
**(Saving/Current/Others)**

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold IWAI responsible.

Date:

Signature of Authorized Signatory

**BANK CERTIFICATION:**

It is certified that above mentioned beneficiary holds a bank account No. \_\_\_\_\_  
with our branch and the bank particulars mentioned above are correct.

Date:

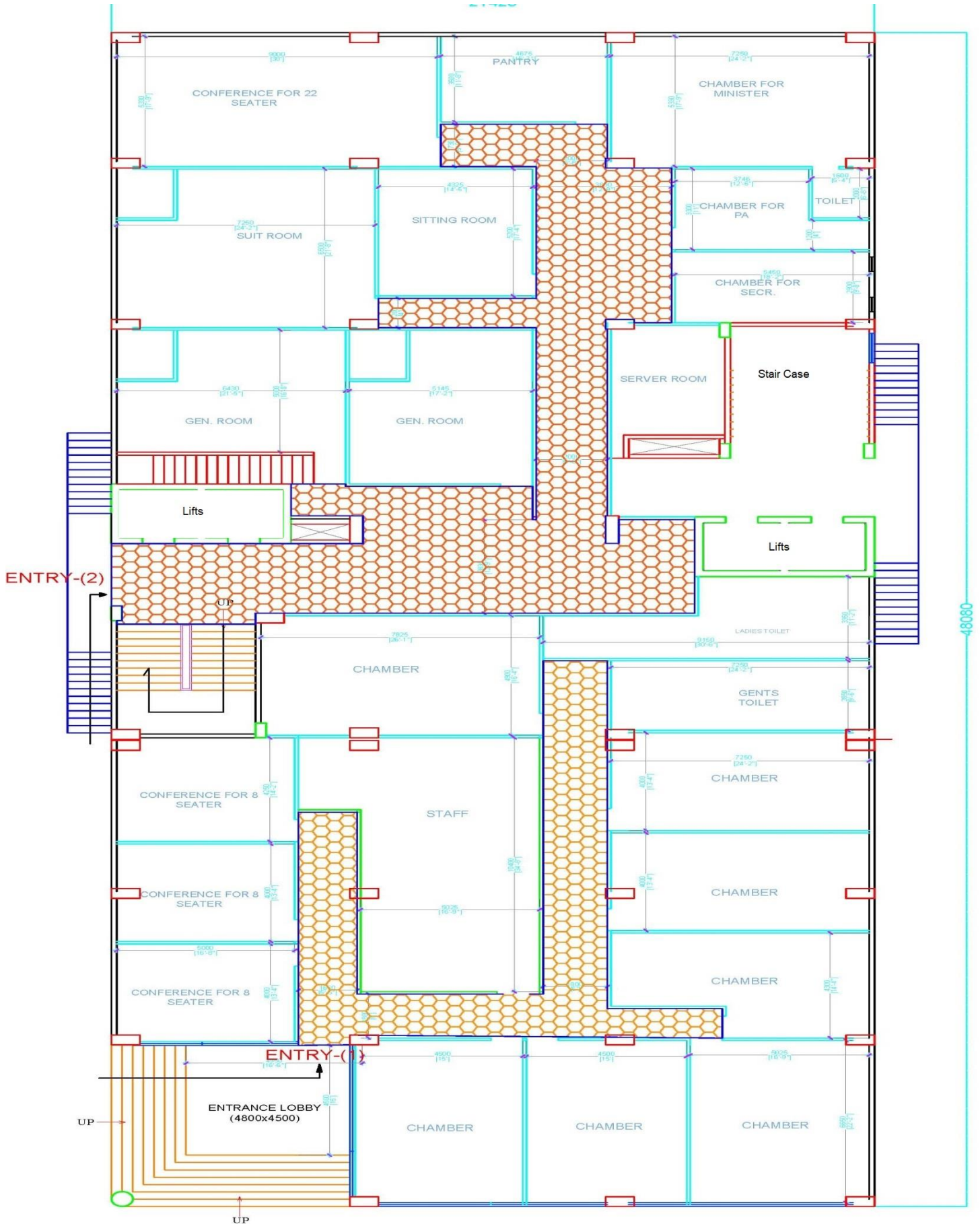
**Authorized Signatory**

**Authorization No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Official Seal/Stamp**





GROUND FLOOR PLAN  
SCALE: 1:100