



**TENDER**

**FOR**

**“HARD STRATA DREDGING AT 5 KM DOWNSTREAM OF  
KARIMGANJ TERMINAL IN IBP ROUTE”**

**TENDER No. IWAI/Rock Dredging/454/2023-24**

भारतीयअंतर्देशीय जलमार्ग प्राधिकरण

**INLAND WATERWAYS AUTHORITY OF INDIA**

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

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

**November 2023**

## **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 document 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 document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the consultancy. 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 analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (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 consultants 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 document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this tender document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the consultancy 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 Bid.
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 document / amended Tender document will be made available on the e-procurement portal & website of IWAI.

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**NOTICE INVITING E-TENDER**

**a) Introduction:-**

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from the **reputed and registered Contractors / Companies / Firms** in single stage two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for execution of “Hard Strata dredging at 5 km downstream of Karimganj terminal in IBP route (chainage 25 km)” by undertaking required method of rock/ hard strata dredging / excavation etc. to ensure safe navigation of vessels of draft 2.0 m”.

**b) Critical Data sheet:-**

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> & IWAI's website “[www.iwai.nic.in](http://www.iwai.nic.in)” and pay INR 2500/- (Rupees Two Thousand Five hundred only) + GST towards the cost of Tender Document through RTGS in favour of ‘IWAI Fund’ in Bank Account number: 90622150000086at Noida / New Delhi at Nationalized / scheduled bank for online submission of the bids. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempted from submitting the Tender Fee on submission of documents to the extent as per the Government of India rules.

Name of Work	Hard Strata dredging at 5 km downstream of Karimganj terminal in IBP route (chainage 25 km)
Document Download Start Date	03.11.2023
Date of submission of pre-bid queries, no query will be entertained after this date.	16.11.2023
Pre-bid meeting	17.11.2023
Bid Submission Last Date	30.11.2023
Bid Opening Date	01.12.2023
Cost of Tender Document	<b>INR 2500/- + GST</b> (Non refundable)

c) **Estimated Cost & Scope of the work:-**

<b>1. Name of Work</b>	:	Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route
<b>2. Estimated Cost</b>	:	Approx. Rs. 7.339 cr (Rupees seven crore thirty three lakh ninety thousand only) including GST @ 18%.
<b>3. Estimated Quantity to be Dredged</b>	:	Approx. 9900 Cu.M (+/-) 20%.
<b>4. Period of Contract</b>	:	The work is to be complete within 3 working months from the date of commencement.
<b>5. Mobilization Period</b>	:	Within 30 days from the date of issue of LOI/ Work order
<b>6. Earnest Money Deposit</b>	:	Rs. 12,44,000/- (Rupees Twelve Lakhs forty four thousand only) to be remitted through NEFT/RTGS and copy of electronic receipt/UTR to be enclosed with the tender or in the form of Bank Guarantee as per format provided in the tender.
<b>7. Cost of Tender Documents</b>	:	Rs.2,950/- (Rupees two thousand nine hundred fifty only) including GST (Non-refundable) in the form of e-challan (copy to be uploaded along with technical Bid)

d) **Method of Selection: -**

The work shall be awarded to lowest quoted bidder. Bidders shall be selected under the lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQ.

e) **Clarifications:-**

Clarification / Query if any on the Tender document shall be obtained from the following address:

**DIRECTOR ( T & L)**

Inland Waterways Authority of India, A-13, Sector – 1, Noida-201301,

Tel: - 0120-2522971, 2474093, 2544036,

Email: [ce.iwai@nic.in](mailto:ce.iwai@nic.in), Website: [www.iwai.nic.in](http://www.iwai.nic.in)

f) IWAI reserves the right to accept or reject any or all bids without assigning any reasons and no correspondence shall be entertained in this regard.

g) Other terms and conditions are as per tender document.

**Director (T & L)**

IWAI, Noida

# INSTRUCTIONS TO THE BIDDERS (ITB)

## 1. Background

1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW).

1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly mode of transport. When developed for use by modern inland water-way vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce transport costs for the benefit of the entire economy and India's global trade competitiveness.

1.3 The Authority has limited data as waterways available depth in the proposed waterways, which can be shared with bidders, however, the same, shall not be exhaustive and the bidders at their cost shall ascertain any additional data required for bidding.

## 2. Introduction

2.1 The Employer will select a construction firm / organization (the "Contractor") in accordance with the bid opening and evaluation process and qualification criteria and Bid evaluation as specified in Clause 15 & Clause 16.2, Section- II: Instruction to Bidder (ITB).

2.2 The name of the Assignment / Job has been mentioned in Section - III: Data Sheet. Detailed Scope, objective and area of the Assignment / Job has been described in Section - VII: Technical and special conditions.

2.3 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.

2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.

2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to award of contract.

## 3. Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria: -



- 3.1 Bidders should be registered in India under the relevant acts/rules as a company, a partnership firm or a proprietary firm, a Government/ Semi-Government/ Autonomous Body or JV / Consortium under an existing agreement or with the intent to enter into such agreement supported by a Joint Bidding Agreement. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.
- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section III data sheet. Submitting completion certificate from the client on its letter head is **mandatory**. In case of an ongoing work, the apportioned value of the work completed shall be considered for evaluation on submission of documents from client provided 80% of work has been completed.
- 3.4 Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> March of the previous financial year should be as mentioned in Clause 16.1.3 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.5 Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the Bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work with appropriate action as per terms & conditions of Contract, if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in Form 4A, Section IV.
- 3.6 The similar work experience of Parent company / Subsidiary / Sister Company of the Bidder shall not be considered unless the Parent company / Subsidiary / Sister Company is part of the JV / Consortium participating in the Bid.
- 3.7 The Bidder shall submit the list of all Key Personnel in Form 4E, Section – IV

3.8 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for proven breach by such Bidder.

3.9 The Bidder shall also indicate following:

3.9.1 The Bidder shall have adequate resources for successful execution of tendered works and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Section - III: Data Sheet.

3.9.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### **4. Pre-bid Meeting**

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorised signatory of his / her organisation permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4J, Section IV.

#### **5. Clarifications and Addendums**

5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if the client receives such request after the deadline for submitting clarifications.

5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the Tender as a result of a clarification, it shall do so following the procedure mentioned hereunder:

(i) At any time before the submission of Bids, the Employer may amend the Tender by issuing an addendum / corrigendum (amendment) in writing or by e-mail. The information of issue of such

amendment shall be uploaded on the website as well as sent to all the Bidders and will be binding on them.

(ii) The Bidders shall acknowledge receipt of all amendments.

(iii) To give Bidders reasonable time to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment / clarification, if any, to the tender document will be made available on the following websites <https://eprocure.gov.in/eprocure/appand> & IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification which is posted on the above website from time to time.

## 6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

### 6.1 EMD

6.1.1 Bidders shall furnish EMD of the amounts as mentioned in Section III Data Sheet 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 Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules. MSEs and MSMEs are exempted from EMD as per the extant Central Government rules.

EMD for the amount mentioned as mentioned in Section-III, Clause - 8 of Data Sheet shall be deposited to IWAI Fund through RTGS in the following account:

Name of Bank Account	IWAI FUND
Bank Name and Address	UNION bank, NOIDA
Bank Account Number	513202050000007
IFSC	UBIN0551325

6.1.2 A part of earnest money is acceptable in the form of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids.

6.1.3 Bids submitted without EMD shall be rejected as non-responsive.

6.1.4 No interest shall be payable by the Employer for the sum deposited as Earnest money deposit.

6.1.5 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.

6.1.6 The Earnest Money of the successful Bidder submitted through RTGS will be retained as Security Deposit and that given in the form of Bank Guarantee will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

6.1.7 Part of EMD acceptable in the form of Bank Guarantee shall be deposited as per attached Bank Guarantee format (Annex VI).

6.1.8 The EMD shall be forfeited by the Employer in the following events:

- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (iv) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work
- (v) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.
- (vi) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract, as described in Clause 35 of GCC.
- (vii) In case the bidder fails to furnish the prescribed Performance Bank Guarantee within the prescribed period or extended period by the employer.
- (viii) In case of forfeiture of earnest money, as prescribed from (i) to (viii) above, the tenderer shall not be allowed to participate in the retendering process of the work.

## **6.2Tender Fee**

All Bidders 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 Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) on submission of a valid registration certificate as per the Government of India rules, are required to pay the cost of Tender Document as mentioned in Section-III, Clause - 8 of Data Sheet through RTGS. The cost of Tender Document is Non-Refundable.

## **6.3Bank Solvency**

All bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for the amounts as mentioned in Section III Data Sheet. The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. In case bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any

Nationalized / Scheduled Bank in India in the name of the bidder. In case of a JV / Consortium, the solvency certificate should be in the name of the Lead Member.

#### **6.4 Taxes**

The Bidders shall fully familiarise themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

#### **6.5 Currency**

Bidders shall express the price of their Assignment / job in Indian Rupees.

#### **6.6 Language**

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this Tender. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

#### **6.7 Bid Validity**

The Section – III: Data Sheet indicates for how long the Bids submitted by the Bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The Employer will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional staff proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

## 6.8 Number of Bids

A Bidder can submit one bid only in the form of single entity or in the form of a JV/ Consortium.

It is clarified that a Bidder cannot submit bid as a single entity in case participated as a JV/ Consortium partner for the tendered work.

## 6.9 Bids by Joint venture / consortium

6.9.1 The Joint Venture / consortium can be entered between two or more firms and limited to maximum three firms.

6.9.2 The lead member shall be a legal Entity and should have at least 51% share of participation in a JV / Consortium.

6.9.3 In case the Bidder is a JV of two members, then the minimum share of the Lead member shall be at least 51% and the minimum share of the 2<sup>nd</sup> member shall be 29%, with a total share of all the JV / Consortium members being 100%. In case the Bidder is a JV / Consortium of three members, then the minimum share of the Lead Member shall be at least 51%, minimum share of the 2<sup>nd</sup> member shall be 29% and minimum share of the 3<sup>rd</sup> member shall be 15%, with a total share of all the JV / Consortium members being 100%. However, JV / Consortium will have to be registered under the provisions of Company Act 2013. Further, the clause shall be read in conjunction with Clause 16.1.1 of ITB.

6.9.4 There shall be a Joint Bidding Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them (as per the format in Form 4I of Section IV). The Bidder has to submit either of the following:

6.9.4.1 A copy of the existing Joint Venture Agreement (if any) in accordance with requirements mentioned in this Tender Document

OR

6.9.4.2 A documentary proof of "intent of forming JV / Consortium as per Joint Bidding Agreement (as per the format in Form 4I of Section IV)" on non-judicial stamp paper of INR 100 at the time of submission of bid.

The Joint Bidding Agreement to enter into a JV / Consortium agreement should contain at least the following:

- Name of the JV / Consortium independent from the name of JV / Consortium Partners
- Name of the Lead Partner
- Clearly mentioned percentage share of JV / Consortium members adhering to Clause 6.9.3 mentioned above.
- All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

6.9.4.3 It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly

incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.

- 6.9.5 Lead partner's authorization shall be evidenced by submitting a Power of Attorney (PoA), duly notarized, signed by the legally authorized signatories of all the partners / members of JV / Consortium.
- 6.9.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the JV / Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the Lead Partner.
- 6.9.7 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining JV / Consortium. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Lead Partner, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Contractor and the Employer will take action under the Conditions of Contract.
- 6.9.8 Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub-clause 6.9.7 above, all the partners of the JV/ Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.
- 6.9.9 The bid submitted shall contain all relevant information for each member of JV / Consortium as per the requirement stipulated under clause 10.1 of ITB.
- 6.9.10 Lead member should have stake in the JV / Consortium as stipulated in Clause 6.9.3 above and it should clarify the proposed responsibilities as per the format given in Section IV: Form 4I. However, the JV / Consortium members together shall meet the overall qualification criteria stipulated in Clause 16.1 of ITB.
- 6.9.11 In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.
- 6.9.12 In case of award of work to a JV / Consortium, all the members of the JV / Consortium shall sign the contract agreement.

## **7. Conflict of Interest**

- 7.1 Employer requires that selected bidder (Contractor) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-

(a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than design and build assignment/job for a project shall be disqualified from providing design and build assignment/job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than design and build assignment/job resulting from or directly related to the firms design and build assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than design and build assignment/job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.

(b) **Conflicting assignment/ job:** A Contractor {including its Personnel and Sub-Contractor(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Contractor to be executed for the same or for another Employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.

(c) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

7.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment.

7.4 No agency or current employees of the Employer shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the contractor himself or any of his employees or representatives are found to be persons / person who have held Class I post under IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as contractor, 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 this clause, IWAI shall be entitled to recover from him such damages as may be determined by the Engineer in Charge with due regard to the inconvenience caused to IWAI on account of such termination without prejudice to IWAI's right to proceed against such officer.

## 8. Acknowledgement by Bidder



It shall be deemed that by submitting the Bid, the Bidder has:-

- 8.1 Made a complete and careful examination of this Tender;
- 8.2 Received all relevant information from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in terms of Clause 5.2 & 5.3 above;
- 8.5 Acknowledged that it does not have a Conflict of Interest; and
- 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

## **9. Guidelines for e-submission of the Bids**

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Contractors / Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enrol in e-Procurement site <https://eprocure.gov.in/eprocure/app> using the option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct/ true information including valid e-mail id. All the correspondence shall be made directly with the Contractors / Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID / password chosen during enrolment / registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY / TCS / node / e-Mudhra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 9.7 Contractor / Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading / getting the Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also consider the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into 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.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my favourites” folder.
- 9.12 From the favourite’s folder, he selects the tender to view all the details indicated.

- 9.13 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.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. Each document to be uploaded online 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.
- 9.15 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 sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer 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.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 9.19 The details of any other accepted instrument if physically sent, in case of difficulty in submission of online payment, 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.
- 9.20 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 conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 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.
- 9.23 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 online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of

Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.

- 9.25 The Bidder should ensure/see that the Bid documents submitted are free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 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 these time settings during Bid submission.
- 9.27 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.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 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.
- 9.30 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.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.32 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.

## **10. Submission of Bids**

The cost of Tender document, Earnest Money Deposit, the complete signed Technical Bid document and Financial Bid must be submitted online in the e-Procurement website <https://eprocure.gov.in/eprocure/app> or before Bid closing Date & Time. Bids submitted without payments like Tender document fee & EMD, against the submitted Bid shall automatically become ineligible and shall not be considered. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must also be submitted online on or before Bid closing Date & Time. The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted online in two covers:

### **10.1 Cover– I: Technical Bid**

#### **10.1.1 Enclosure – I**

- a. Scanned copy of the proof of Tender fee as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet and Annex - VI
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorised person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving licence / Voter's ID etc.) of the authorised representative.
- e. Power of Attorney for lead member of the JV / Consortium as per Form 4K
- f. Joint Bidding Agreement as per Form 4M
- g. Statement of Legal Capacity as per Form 4L
- h. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- i. Scanned copy of Form of Tender (Form 4A)
- j. Scanned copy of a signed declaration by the bidders (Form 4G)
- k. Bidders Information Form (Form 4H)
- l. Composition / Ownership / Shareholding pattern of the organization
- m. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- n. Registration / incorporation certificate of the company / Firm.
- o. Original Tender document with all addendums and corrigendum issued till last date of bid submission duly stamped and signed by the authorised signatory of the bidder.

#### **10.1.2 Enclosure – II**

- a. Scanned copy of the Annual Report / Audited balance sheets, for the last three financial years ending 31<sup>st</sup> March of the previous financial year.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- e. Form 4C of Section IV for Average Annual Turnover.
- f. Form 4O of Section IV for Bid Capacity
- g. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- h. Integrity agreement

### **10.1.3 Enclosure – III**

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of work completion certificate on client letter head for similar projects executed by the bidder in the last seven years. The submitted certificates shall comply with conditions laid in Clause 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Form 4B of Section IV.
- c. Copies of work order / agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of ongoing assignments as per Form - 4F of Section IV. The Bidder shall also submit, along with Form – 4F, plan / provision to move the existing machinery to the project site when required.
- d. General construction experience of the bidder to be submitted as per Form 4N
- e. Provide list of Litigation History.

### **10.1.4 Enclosure – IV**

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
  - i) The approach to the work and methodology to be adopted, and
  - ii) Detailed work plan
  - iii) List of Equipment to be deployed as per Form 4I of Section IV (Details of make and manufacture to be provided).
- b. List of experts / Key personnel (Form 4E of Section IV) in compliance of the statutory requirement of Inland Vessels Act, 1917 as well as other personnel required for carrying out all the contractual obligations.

**It may be noted that the Technical Bid shall not contain any reference to any fee or charges.**

**All the submissions enumerated under Enclosure II & III shall be submitted by all the JV Partners separately.**

## **10.2 Cover– II: Financial Bid**

Financial Bid in excel format (BoQ\_XXXXX) provided along with this e-Tender as Form Fin – 2 shall be used for quoting prices / offer online.

- (i) This will contain item rate contract to be charged for completing the work.

(ii) While working out the price, following points should be noted:

- (a) The Contractor will have to bear the cost of mobilization of the dredger/ other equipment from its present location to the dredging sites, shifting of dredging units from one location to another location during dredging operations and de-mobilization of the dredger/ other equipment. All other incidental cost during execution of contract work is also to be borne by the Bidder.
- (b) The Contractors will have to make their own arrangements for the transport / accommodation / TA / DA of their personnel assigned to this project for visiting various offices, and other places for meetings, data collection, presentations, public consultation during field visit, secretarial staff, their salary, allowances, overhead expenditure etc.
- (c) All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment. **The prices (rate per cum) quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment other than that defined in Clause 43 of Section VI.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

**10.3** The total duration for completion of Works shall be as specified in Section – III: Data Sheet.

#### **11. Extension of Bid submission date**

The employer may extend the date of submission of bids and shall inform all the bidders by issuing an addendum and uploading the same in website.

#### **12. Late Proposals**

Proposals received online after the specified bid submission date or any extension thereof, pursuant to Clause 11, shall not be considered for evaluation and shall be summarily rejected.

#### **13. Failure in submission of bids online**

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under Clause 9 of ITB, have been read and understood by the bidder. The hard copy of the bids submitted by the bidder shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

#### **14. Modification / Substitution / Withdrawal of Bids**

The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document. No bid shall be modified after the deadline for submission of bids.

#### **15. Bid opening and evaluation process**

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and / or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 The Employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.
- 15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.
- 15.4 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
- 15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11 above;
- 15.4.2 It is accompanied by Tender Fee & Earnest Money Deposit as specified in Clause 6.1 & 6.2 above;
- 15.4.3 It is received in the forms specified in Section IV (Technical Proposal) and in Section V (financial proposal);
- 15.4.4 It should not contain any condition or qualification
- 15.5 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.
- 15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7 At the time of the online opening of the "Financial Bids", the names of the Bidders, whose Bids were found responsive and the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

## 16. Qualification Criteria and Bid evaluation

### 16.1 Qualification criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.4 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

#### 16.1.1 (a) Qualification criteria for Hard Strata removal works

The Bidder should have successfully completed "Similar Works" in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar works each costing not less than the amount equal to 40% of the estimated cost of this work, or
- b) 2 similar works each costing not less than the amount equal to 50% of the estimated cost of this work, or
- c) 1 similar work costing not less than the amount equal to 80% of the estimated cost of this work

Note: The value of the "Completed Work(s)" considered by the Bidders shall be rounded off to the nearest two digits.

For this purpose, the "**Similar Works**" mean "Rock dredging" in rivers/ sea/ lakes/ backwaters / ports.

#### 16.1.1(b) The bidder shall own the following minimum equipment

- (a) Backhoe Dredgers
- (b) Grab Dredger
- (c) Barges

#### 16.1.2. In the event of a Joint Venture, following are the requirements:

- a) All Parties combined shall together meet the technical eligibility as well as financial eligibility requirement.
- b) The Bidders related to fairway & maintenance related works can form a JV with Bidders having infrastructure background of a project that has been completed in the domain of road including toll road, a bridge or a rail system (other than Rolling Stock), Highway project including housing or other activities being an integral part of the Highway Project, water supply project, water treatment system, irrigation project, sanitation and sewerage system or solid waste management system, port, airport, inland waterway & inland port or navigational channel in the sea in the previous 7 years before the last date of the Bid submission of an amount equivalent to the project cost of this work.

Further, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV meets the requirement of total number of contracts, only the number



of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.

**16.1.3 Qualification criteria for Average annual turnover for last 3 financial years i.e. 2019-20, 2020-21 and 2021-22**

At least 40% of the estimated cost of this work to qualify for the stretches,

In the event of a Joint Venture, all parties combined shall together meet the Qualification requirement of "Average Annual Turnover.

**16.1.4 Qualification criteria for Equipment and Experience**

- (i) For minimum eligibility pertaining to equipment, the Bidder may refer Section VII;
- (ii) Details of each component of similar work executed in last 7 years, type of work executed, details of equipment deployed, quantity, scheduled period of execution, date of commencement and date of completion and certificate / testimonials from the concerned clients regarding successful completion of the job. This shall be read in conjunction with clause 3 of ITB; and
- (iii) Details of equipment and other supporting crafts and facilities including discharge pipeline etc. available and proposed to be deployed and their mobilization time to this site.

**16.1.5 Qualification criteria for Bid capacity**

- (i) The Bidder shall submit the details asked for the Bid capacity as per the format prescribed in Form 4O of Section IV of the Tender Document;
- (ii) The Bid Capacity of the Bidder must be equal to or more than the estimated cost of the work put to the Tender;
- (iii) In case the Bid capacity of the Bidder is less than the estimated cost of the work, his bid shall be cancelled and such Bidder shall not be considered for opening of Financial Bid even if he has been determined eligible in other criteria's set forth in the Tender Document; and
- (iv) In the event of a Joint Venture, all parties combined shall together meet the Qualification requirement of Bid Capacity.

**16.2 Bid evaluation**

16.2.1 The Bids shall be evaluated based on the qualification criteria mentioned in Clause 16.1 of ITB. In case a bidder fails to meet the above mentioned qualification criteria, their bids shall be treated as non- responsive and financial bids of such bidders shall not be opened.

16.2.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one:

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or

- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of Section V of bid document.

16.2.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

16.2.4 The lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQs of Section V.

16.2.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded as compared to the estimate of the items of work to be performed under the Contract, the bidder shall be asked to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and operating methodology proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and / or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid. 16.2.6 If during the execution of the works, deviation / variation takes place to the extent of amount exceeding more than 20% of the accepted contract value, the Contractor at the written request of Engineer-In-Charge, shall promptly increase the value of the Performance Bank Guarantee.

## **17. Award of Contract**

17.1 The Employer shall issue a Letter of Award to the selected lowest Bidder for contract work and shall promptly notify all other Bidders who submitted their bids about the decision taken.

17.2 For a Joint Venture Bidder, the Contractor will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the General Condition of Contract in Section VII, within 30 days of issuance of the Letter of Award. In case of Single Entity Bidder, the contract will be signed within 30 days of issuance of the Letter of Award.

17.3 The work order shall be placed in phases as per IWAI's requirement and restricting the same to the available sanctions.

17.4 The Contractor is expected to commence the Assignment / job on the date and at the location specified in Section III Data Sheet.

## **18. Ownership of Document and Copyright**

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the

avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to Works, shall be and shall remain property of the Employer.

## **19. Mobilization of Dredgers, Equipment, Men & Materials**

### **19.1 Site Mobilization**

The Contractor shall mobilize all the dredgers, allied vessels, equipment's, materials and manpower at site as specified in Clause 19 of Data Sheet.

### **19.2 Mobilization Time**

The Contractor shall mobilize the desired equipment and manpower within the time frame as specified in Clause 19 of Data Sheet to start the tendered works in full capacity. The Contractor shall mobilize the equipment, manpower for starting the work at site immediately within the period as stated.

# SECTION – III

## DATA SHEET

## DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job is	“Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route”
3.	2.1	Method of Selection	Bidders shall be selected under the lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQ.
4.	2.3	Date & time and address for submission of Bid	<b>Date:30.11.2023</b> <b>Time:</b> Latest by 1500Hrs (IST) <b>Address:</b> online submission Chief Engineer (Tech), Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida – 201301
5.	4.0	A pre-Bid meeting will be held on	<b>Date: 17.11.2023</b> <b>Time:</b> 1530hrs <b>Venue:</b> Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
6.	5.1	Last date for seeking clarifications	<b>Date: 16.11.2023</b> <b>Email Id:</b> <a href="mailto:ce.iwai@nic.in">ce.iwai@nic.in</a>
7.	6.1	EMD	INR 12.44 lakh
8.	6.2	Tender Fee	INR 2500/- + GST Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account <b>Name of Bank Account:</b> IWAI Fund <b>Bank Name and Address:</b> UNION BANK, NOIDA <b>Bank Account number:</b> 513202050000007 <b>IFSC:</b> UBIN0551325
9.	-	Estimated Cost	INR 7.339 cr including GST
10.	6.3	Bank Solvency	40% of the estimated cost of this work
11.	16.1.3	Average Annual Turnover	30% of the estimated cost of this work
12.	6.7	Bid Validity	180 days from the last date of Bid Submission
13.	3.3	Similar Works	As defined in Clause 16.1.1 of ITB
14.	6.9	JV / consortium allowed	Yes
15.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Eligible Projects FORM 4C: Average Annual Turnover FORM 4D: Power of Attorney (for authorized representative of the bidder) FORM 4E: List of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders

			FORM 4H: Bidders Information Form
			FORM 4I: List of the dredgers, equipment etc. proposed for assessment of the work capacity & deployment schedule
			FORM 4J:Format for pre-bid queries
			FORM 4K: Power of Attorney for Lead Member of JV / Consortium
			FORM 4L: Statement of Legal Capacity
			FORM 4M: Joint Bidding Agreement
			FORM 4N: Details of work experience
			FORM 4 O: Bid Capacity
16.	15.3	Bid Opening date	<b>Date:</b> 01.12.2023 at 1500 hrs
17.	10.3	Total duration for completion of Works	The work is to be complete within 3 working months from date of start of work at site.
18.	18.3	Location of Assignment	Karimganj
19.	19.2	Mobilization Time	30 days from the date of issue of Letter of Award
20.	-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
21.	-	Make in India	As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.
22.	17.1	Award of Work	Letter of Award shall be issued to the selected L-1 Bidder.

**SECTION – IV**  
TECHNICAL BID STANDARD FORMS

## FORM 4A: FORM OF TENDER

To

CHIEF ENGINEER (Tech)

INLAND WATERWAYS AUTHORITY OF INDIA,

A-13, Sector-1, NOIDA– 201 301, U.P.

Sub: Tender for “Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route”.

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, SCC, Technical, General and Detailed specification, Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We .....(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, SCC, 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 complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD through RTGS / NEFT/ BG in favour of IWAI Fund payable at Noida / New Delhi at Nationalised / scheduled bank as per the details given therein:

S. No.	RTGS / NEFT		Bank Guarantee		Total EMD (INR)
	<i>Amount (INR)</i>	<i>Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)</i>	<i>Amount (INR)</i>	<i>Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)</i>	

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 180 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence



the execution of the works as above, I/ We shall become liable for forfeiture of my/ our 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 retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. 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.** Any such discovery by IWAI at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.
9. 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.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

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

(Name and address of firm)

M/s .....

Telephone no's.....

## FORM 4B: ELIGIBLE PROJECTS

### Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]*

“Similar Works<sup>1</sup>” have been defined in Clause 16.1.1 of ITB and would mean “Rock dredging” in rivers/ sea/ lakes/ backwaters / ports”.

S. No.	Client Name, Name of work & location of project	Contract Value in INR		Date of start of work	Scheduled completion date	Actual completion date	Details of various components of work including disposal of dredged material.	Remarks
		Financial value of similar work satisfactorily completed	Physical Qty. of similar work satisfactorily completed					

**Firm's Name** : .....

**Authorized Signature:**.....

**Notes:**

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.

<sup>1</sup>Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

<sup>2</sup>The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

<sup>3</sup>Against the Contract of works having several components other than the component mentioned in similar works. Only the experience of the relevant components shall be

evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx><https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), <http://www.oanda.com/> [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.

Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit. Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

# FORM 4C: AVERAGE ANNUAL TURNOVER OF BIDDER

Sl. No.	Financial Years	Average Annual Turnover of Bidder (INR) in Last Three Years
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	
<b>Average Annual Turnover</b>		<i>[indicate sum of the above figures divided by 3]</i>

## Certificate from the Statutory Auditor

This is to certify that .....*[Name of the Firm][Registered Address]* has received the payments shown above against the respective years.

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**

**(Signature of the Statutory Auditor Seal of the Firm)**

### Note:

- In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
- This Form shall be submitted on the letter head of the CA / Statutory Auditor

# FORM 4D: POWER OF ATTORNEY

(for authorized representative of the bidder)

***(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)***

Know all men by these presents, We, .....(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms. ....son / daughter / wife and presently residing at ..... who is presently employed with / retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route". The selection of Contractor for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF....., 20\*\***

**For ...**

**(Signature, Name, Designation and Address)**

**Witnesses:**

1.....

2. ....

**Accepted**

**(Signature, name, designation and address of the Attorney)**

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

# FORM 4E: LIST OF KEY PERSONNEL

Sr. No.	Position / Role	No.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

**Notes:**

- 1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for works as per the scope defined in the Tender Document. It may be noted, that the key personnel proposed and the number of personnel required must also meet the criteria as stipulated in Inland Vessel Act 1917
- 2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior information to Engineer-in-charge.

## FORM 4F: LIST OF ONGOING ASSIGNMENTS

S I . N o .	Full Post al Adres s of Client & Name of officer- in- charge	Descriptio n of the work including other works	Total Value of contract	Value of the work completed till last date of the previous month from the Bid Submissio n Date	Outstandin g / Balance Value of the work till last date of the previous month from the Bid Submissio n Date	Date of commenceme nt of work	Schedule d completio n period	Average completio n as on date	Expected date of completio n	Machiner y deployed



## FORM 4G: DECLARATION BY THE BIDDERS

To,

Date:.....

**The CHIEF ENGINEER (Tech)**

INLAND WATERWAYS AUTHORITY OF INDIA,

A-13, Sector – 1, Noida - 201 301,

District- Gautam Buddha Nagar (U.P.)

**Sub: Declaration from the Bidder.**

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

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	No alteration has been made in any form in the downloaded Tender document.
2.	I / We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	I / We accept the payment terms of clause 42 of General Conditions of Contract.
4.	I / We provide our acceptance to all Tender Terms and Conditions.
5.	Acknowledgment by Bidder as per Clause 8 of ITB
6.	I / We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years
7.	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
8.	I / We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine

**Yours faithfully**  
**(Signature of the Bidder, with Official Seal)**

**Note:** Please Tick the appropriate box in the above table.

## FORM 4H: BIDDERS INFORMATION FORM

Bidder name:

*[insert full name]*

Bidder's Party name:

*[insert full name]*

Bidder's Party country of registration:

*[indicate country of registration]*

Bidder's year of constitution:

*[indicate year of constitution]*

Bidder's legal address in country of constitution:

*[insert street/ number/ town or city/ country]*

Bidder's authorized representative information

Name: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above
- In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

# FORM 4I: LIST OF THE DREDGERS, EQUIPMENT, ETC.

(Proposed for assessment of the work capacity & deployment schedule)

SL No	Name of Dredger / craft equipment/Land equipment proposed (with registration wherever applicable)	Technical details i.e type, size, machineries including registration & survey certificates, year of procurement, details of pipelines & their availability etc.	Rated capacity	Output expected (cubic metre of solids at situ) to be achieved during operation *			Whether owned or to be hired/procured	Remarks  (Additional relevant information)
				Per hour	Per week	Per month		

\* To be mentioned whether the assessment on the output to be achieved on one shift or two shift and duration of each shift:-

**Note:**

1. If owned, the registration certificates and year of procurement for the proposed machinery should be appended with this Form
2. In case of hired equipments, the consent letter from the owner of the equipment is to be appended along with registration certificates and year of procurement for the proposed machinery.
3. In case of equipment to be procured, status of timelines of procurement to be included.
4. If required, separate / additional sheets can be used.
5. The documentary evidence submitted by the Bidder for the proposed Dredger or equipment to be deployed should indicate the capacity and the age of the Dredger/ equipment.

(Signature of authorized representative)

# FORM 4J: FORMAT FOR PRE-BID QUERIES BY BIDDERS

(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

## Pre – Bid Queries

Sl. No.	Section No. Clause, Sub Clause No and Page No.	Tender clause	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

Note: Editable soft copy of the quarries is required to be submitted by the bidders along with the pre bid quarries on the letter head through email.

## FORM 4K: Power of Attorney for Lead Member of JV/Consortium

*(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly registered. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and registered in the jurisdiction where the undertaking is being issued.)*

Whereas the Inland Waterways Authority of India (the "Authority") has invited Bids from interested parties for the "Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route and

Whereas, .....and .....(collectively the "JV / Consortium") being Members of the JV / Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV / Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, .....having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ....., being one of the Members of the JV / Consortium, as the Lead Member and true and lawful attorney of the JV / Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV / Consortium and any one of us during the bidding process and, in the event the JV / Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV / Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign

and execute contracts and undertakings consequent to acceptance of the Bid of the JV / Consortium and generally to represent the JV / Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV / Consortium's Bid for the **“Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route”**. And hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2018

For ..... (Signature)  
..... (Name & Title)

For ..... (Signature)  
..... (Name & Title)

For ..... (Signature)  
..... (Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the JV / Consortium)

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostil certificate.*

# FORM 4L: STATEMENT OF LEGAL CAPACITY

*(To be forwarded on the letterhead of the Bidder)*

Ref.

Date:

To,  
Chief Engineer (Tech)  
Inland Waterways Authority of India  
A-13, Sector-1,  
NOIDA – 201 301  
Uttar Pradesh India

Dear Sir,

We hereby confirm that we/ our members in the JV / Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that ..... *(insert member's name)* will act as the Lead Member of our JV / Consortium .\*

We have agreed that ..... *(insert individual's name)* will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Lead Member/Authorised Signatory shall be legally binding on the Consortium.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*



# FORM 4M: Joint Bidding Agreement

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....  
20...

AMONGST

1. {..... a business entity registered under .....with latest enactment (if any)} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)
2. {..... , a business entity registered under ..... with latest enactment (if any)} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... a business entity registered under .....with latest enactment (if any)} and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND & THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the “**Bids**”) by its Request for Bid dated ..... (The “**tender Document**” for “Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route” (the “**Work**”).
- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV / Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the JV / Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

1. **Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

## **2. JV / Consortium**

2.1 The Parties do hereby irrevocably constitute a JV / Consortium for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this JV / Consortium and not individually and/ or through any other JV / Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## **3. Covenants**

The Parties hereby undertake that in the event the JV / Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

## **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the Bidding Process and until the signing of the tender for “**The Work**” when all the obligations shall become effective;
- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for “**The Work**”.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV / Consortium’s Special Purpose Company.

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for “**The Work**”, till such time as prescribed in accordance with the tender for “**The Work**”.

**6. Shareholding**

6.1 The Lead Member of such Preferred Bidder JV / Consortium shall at all time during the License Period hold equity equivalent to .....(as per clause 6.9.2 of ITB) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold .....(as per clause 6.9.3) equity in the subscribed and paid up capital contractor during the License Period.

6.2 The parties undertake that in case of award, they would be registering themselves as SPV under Companies Act 2013 with same name, name & style as per this agreement and abide by clause 6.1 above and 6.9.4.1 of ITB.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for “**The Work**”.

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

- (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  - (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
  - (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**The Work**” is achieved under and in accordance with the tender for “**The Work**” in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

**IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of**

**For and on behalf of the LEAD MEMBER**

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of**

**For and on behalf of SECOND PART**

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

**Notes:**

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and registered in the jurisdiction where the Power of Attorney has been executed.*

# FORM 4N: DETAILS OF WORK EXPERIENCE

Each Bidder must fill in this form

<b>Work Experience during last 7 years as per clause 16.1.3(ii)</b>				
<b>Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder</b>	<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Role of Bidder</b>

## FORM 40: BID CAPACITY

Eligibility and Qualification Criteria	Compliance Requirements			Documentation submission requirements	
	Single Entity	Joint Venture (existing or intended)			
		Member 1	Member 2		Member 3
Available Bid Capacity should be More than value of contract / contracts applied for				Form 4C & Form 4F	

**Bid Capacity= [(A\*N\*2)-B],** where

A = Maximum value of works executed in any one year during the last five years (updated to the current price level), in INR

B = Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited

N = No. of years prescribed for completion of works for which bids are invited (i.e. 1.5).

## **SECTION - V:**

### **FINANCIAL BID STANDARD FORMS**



# Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:  
[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the services for the Assignment/Job for [Insert title of Assignment/Job] in accordance with your Request for Bid dated [Insert Date] and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies) excluding GST [Insert amount(s) in words and figures]. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in .....clause.....

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory** :  
**Name of Firm** :

# **FORM FIN – 2**

## Schedule-1

### BILL OF QUANTITY

Name of Work	Qty	Unit	Rate per cum excluding GST (in Rs.)	Total Amount (Rs.)
<b>Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route</b>  Execution of works by deploying suitable equipment of appropriate size, type and capacity and other equipment as per general and special conditions and technical specification. The rate includes survey (at all stages- Pre and Post dredging) and design fees, mobilization and de-mobilization charges of all the equipment, shifting charges from one location to other locations , dumping of dredged/ excavated spoil up to maximum of 500m including extracted material retaining arrangement, accommodation of man power, survey equipment, channel marking(temporary/ Permanent), warning sinage/ marking, insurance, others etc. taxes (except GST) as prevailing and all other charges, expenses etc. complete in all respect.	9900	cum		

**NOTES:**

1. Rate and amount must be written in both figures and words.
2. During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.
3. **Submission of form fin1 and this BoQ in the financial part only. Submission of any financial information in the Technical bid is liable for rejection of tender for evaluation.**

**Authorized Signatory**

**Name** :  
**Designation** :  
**Name of Firm** :  
**Address** :

# SECTION-VI

## 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 discovered through the bidding process **and entered into the contract.**
- iii) **Contractor:** means the successful Bidder 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) **Director** means the Director of the Authority, as the case may be.
- (x) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (xi) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (xii) **Assistant Director** means the Asst. Director of the Authority, as the case may be.
- (xiii) **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.
- (xiv) **Day** : means a calendar day beginning and ending at mid-night.
- (xv) **Week** : means seven consecutive calendar days
- (xvi) **Month** : means the one Calendar month.

- (xvii) **Site** means the waterway and / or other places through which the works are to be executed.
- (xviii) **Vessel** : means the vessel/craft belonging to the Contractor for carrying out the work.
- (xix) **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.
- (xx) **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.
- (xxi) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxii) 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.
- (xxiii) District specifications means the specifications followed by the State Government in the area where the work is to be executed.

## **CLAUSE – 2 : INTERPRETATIONS**

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

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 & SECURITY DEPOSIT**

### **3.1 PERFORMANCE GURANTEE**

The contractor shall be required to deposit an amount equal to 5% of the accepted value of the work as indicated in the work order as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable e-bank guarantee from any nationalized/schedule bank in accordance with the form prescribed within 28 days of the issue of Letter of Acceptance.

The bank guarantee shall be valid till expiry of 180 days after the end of 'Period of liability' defined in the contract document.

### **3.2 SECURITY DEPOSIT**

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

- 3.3 The contractor whose tender is accepted has to enter into an agreement with IWAI for the due fulfillment of the provision of the tender document. The security amount will be accepted in form of demand draft or through Net banking in favour of "IWAI FUND" only payable at Delhi/Noida
- 3.4 The total performance guarantee/security deposit shall remain with IWAI till satisfactory completion of Contract.
- 3.5 Interest will not be paid on security deposit or performance guarantee.
- 3.6 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:
- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR
  - ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.
- 3.4 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.
- 3.5 The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of dredgers and equipment throughout the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in anyway with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the EIC shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.
- 3.6 From the commencement of completion of work, contractor shall take full responsibility for the care of work including all temporary works, or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and Engineer's instruction.
- 3.8 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 3.9 In case of not achieving the depth as per contractual provisions, the Engineer- in-Charge shall issue to the contractor a notice in writing pointing out the shortcomings and calling upon the contractor to explain the causes for the shortcomings within 3 days of receipt of the memo and 10 days from issuance of notice whichever is earlier. If the Engineer-in-



Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or deduct the payment as the conditions laid in the Contract and direct the contractor to get the measures of rectification of progress of work accelerated to the pre-defined level as per contract at the risk and cost of the contractor.

- 3.10 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

#### **CLAUSE – 4 : REFUND OF SECURITY DEPOSIT**

The security deposit less any amount due shall, on demand, be returned to the contractor after 90 days on the expiry of Contract or on payment of the amount of the final bill payable in accordance with the agreement conditions, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

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

- 5.1 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of works 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.
- 5.2 The Contractor is deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- 5.3 The Contractor shall be deemed to have examined, visited and acquainted himself with the site and the surroundings to have satisfied himself to the nature contract and the stretch to be dredged in all weather conditions and as to the nature and conditions of means of transport and communication, whether by land, or by sea, to have made local independent inquires as to the soil/sub soil conditions variations thereof, storms, prevailing winds, oceanographic, bathymetric, climatic conditions and all other matter effecting the work.
- 5.4 Any neglect or omission or failure on the part of the contractor in obtaining necessary and reliable information upon the forgoing or any other matter affecting the contract shall not relieve the Contractor, of his responsibility/any risk/liability for completion of the work in strict accordance with the terms of the Contract.

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

- 6.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 6.2 The Contractor shall be furnished free of charge certified true copy of the contract document.

6.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.

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

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

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

- (a) Description in the Schedule of Quantities and Prices.
- (b) Relevant Specifications and Special Conditions, if any.
- (c) Drawings.
- (d) General Specifications.

7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the true intent and meaning of the drawings and specifications shall be final and binding.

7.3 Any error in description, quantity or price in Schedule of works and Prices or any omission therefrom shall not vitiate the Contract or relieve the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the contract.

7.4 If on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules :

- (a) In the event of error occurring in the amount column of schedule of quantities and prices as result of wrong multiplication of unit price and quantity, the unit price shall be regarded, as firm and multiplication shall be amended on the basis of the quoted unit price.
- (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Bidder. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the Bidder shall be ignored.

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

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

- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in- Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in- Charge in this regard shall be final and binding on the contractor.

#### **CLAUSE – 9: 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 subject, to 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 CONSTITUTION**

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 firms, 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 firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 34 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-35.

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

After signing of agreement by both parties, IWAI will issue a letter of commencement of work. The contractor shall commence the work at the respective sites within 20 days of the issue of Letter of Commencement after signing of Agreement. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

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

- 13.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in conformity with the specification laid down or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 13.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of 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
  - (b) Explanations, instructions etc.

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

- 13.3 All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.
- 13.4 The Contractor shall not be entitled to any right or claim whatsoever by reason of any representation/ explanation/ statement/ directions/ instructions or alleged representations/ explanation/ statement/ directions/ instructions, promises or guarantees given or alleged to have been given to him by any person other than what has been stated in the contract in his personal capacity.

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

The contractor shall provide all assistance and adhere to the instruction of Engineer in charge during the course of surveying, inspection, etc.

## **CLAUSE – 15: URGENT WORKS**

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

## **CLAUSE – 16: DEVIATIONS**

- 16.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.
- 16.2 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision:
- 16.4 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

## **CLAUSE - 17: CONTRACTORS SUPERVISION**

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

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

- 18.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions duties and powers of the Engineer-in-Charge.
- 18.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing.

- 18.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to, the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 18.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a work site order book maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).
- 18.5 The "Hindrance Register" shall be maintained at the site of work, where any hindrance which comes to the notice of the representative of the Engineer-in-Charge shall be recorded and immediately a report will be made to the Engineer-in-Charge within a week. The Engineer-in-Charge shall review the Hindrance Register at least once in a month. The pro-forma on which the Hindrance Register shall be maintained is finalized by the EIC.

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

- 19.1 The Contractors shall provide and install all necessary plant; equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.
- 19.2 The Contractor may deploy any item(s), plant, equipment and machinery for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not remove or withdraw any of such equipment, materials, temporary works or plant from the site without obtaining written permission to do so issued by the EIC. Such request will be applicable only for repair works and other engagement during the flood period or at the idle period of resources.

#### **CLAUSE – 20: PATENT RIGHTS**

- 20.1 The contractor shall indemnify the Authority, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Authority or any agent, servant or employee of the Authority in respect of any such materials as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Authority but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursement to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.
- 20.2 The contractor shall at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the contractor shall pay for such award. In the event of any suit or proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/ comply any decree, order or award made against the owner.

- 20.3 Neither the contractor nor through any counsel engaged by the contractor shall defend himself in the name of the Authority in any suit or proceedings.
- 20.4 The Authority shall not be under any obligation to make the final payments to the contractor till any such suit or claim remains unsettled.

#### **CLAUSE – 21 : MATERIALS**

- 21.1 The contractor shall at his own expenses provide / arrange all materials/logistics required for the bonafide use on work under the contract.
- 21.2 All materials parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his cost, of the materials parts as may be specified by the Engineer-in-Charge shall also have powers to have such tests/inspection, 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/inspection and also expenses incurred thereon shall be borne by the contractor in all cases and also where such tests/ inspection which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.
- 21.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials parts intended to be used in or the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where these are lying or from where these are being obtained. For this, purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

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

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

#### **CLAUSE - 23: WATCHING AND LIGHTING**

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

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

- 24.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
- 24.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/ or extra shifts/ night shifts to ensure completion of works under the contract as scheduled. However, contractor with prior intimation/ request for approval to be given to EIC from time to time to carryout work on round the clock even on Sundays and holidays except on public holidays to achieve the target depth subject to applicable labour law, law and order etc.

## **CLAUSE - 25 : LABOUR**

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

(b) If any foreigner is employed by the contractor to work within the site the contractor shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

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

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

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

25.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act and amendments made from time to time.

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

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

- i) Payment of wages Act. 1936 (Amended)
- ii) Minimum wages Act. 1948 (Amended).



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

25.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. The contractor agrees to indemnify and hold the owner harmless from any liability or penalty which may be imposed by any central or state Authority and also of any claims, suits or proceedings that may be brought against the Authority arising under, growing out of or by reasons of work proved by this contract whether brought by employees of the Contractor, by third parties or by Central or State Authority or any political sub division thereof. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in- Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

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

25.8 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-25.5 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 25.5 above , the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under

Sub-Clause 25.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

- 25.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 25.10 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 25.11 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 25.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 25.5 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 500/- 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 25.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

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

**25.14 ALCOHOLIC LIQUOR OR DRUGS.**

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.

**25.15 ARMS AND AMMUNITION**

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.

**25.16 REMOVAL OF CONTRACTOR'S MEN**

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without written permission of the Engineer-in-Charge. Any person so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs in connection herewith.

**CLAUSE – 26: ASSIGNMENT AND SUBCONTRACTING**

**26.1 Assignment of Contract**

The Contractor shall not, without the prior consent of the Employer (which consent shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder.

**26.2 Subcontracting**

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Employer conveyed through the Engineer. A subcontractor under the Contract must be a firm or person or entity that satisfies the relevant provisions of the Contract Agreement. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) the provision of labour,
- (b) the purchase of materials which are in accordance with the standards specified in the Contract, or
- (c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

In all other cases, the Contractor shall give the Employer not less than 28 days' notice of;

- (a) The intended appointment of the Subcontractor, with detailed particulars which shall include his relevant experience,
- (b) The intended commencement of the Subcontractor's work, and
- (c) The intended commencement of the Subcontractor's work on the site.

#### **CLAUSE -27: PROTECTION OF THE ENVIRONMENT**

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the permissible / acceptable values, and shall not exceed the values prescribed by applicable Laws. The Contractor is required to establish and operate with suitably qualified personnel a system for monitoring the environmental factors that may be directly impacted by the Works and make available such records for inspection of Engineer or duly authorized representatives of government of the country in which Works are executed as and when so required.

#### **CLAUSE – 28: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS, ETC.**

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

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

28.3 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 – 29: FORCE MAJEURE**

29.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period

during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

29.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

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

### **CLAUSE - 30 : LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF**

30.1 If the contractor or his labour or sub-contractor, injure destroy or damage boats, pipe lines, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall up to receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his cost.

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

30.3 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 employee shall be to the account of the contractor, who shall make good the loss.

### **CLAUSE – 31 : CONTRACTOR'S LIABILITY AND INSURANCE**

31.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss of Plant, Equipment and Material 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.

31.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.

- ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect :
  - (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
  - (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

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

31.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.

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

31.6(a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose, the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.

- i) Public liability limits for bodily injury or death not less than Rs. 3,00,000 for one person and Rs. 10,00,000 for each accident.
  - ii) Property liability limits for each accident not less than Rs. 10,00,000.
  - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The

Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.

- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer-in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.
- (e) **Care of works:** The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the expiry of contract.

**(f) Insurance of Contractor's Equipment, Plant and materials.**

The Contractor shall, without limiting his obligations and responsibilities under clause 31.6(e):

- i) The Materials and Plant for incorporation therein in the Works, to their full replacement cost at Site. Such insurance shall provide for compensation to be payable to rectify the loss or damage incurred,
- ii) An additional sum of 10 per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature. Such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and
- iii) The Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.
- iv) The insurance in paragraphs f (i) and (ii) above shall be in the joint names of the Contractor and the Employer and shall cover the Employer and the Contractor against all loss or damage from whatsoever cause arising from the first working day after the Commencement Date until the date of expiry of contract, and the Contractor for his liability for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Contract. It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities under Clause 31.6(e).

**CLAUSE – 32 : SUSPENSION OF WORKS**

- 32.1 The contractor shall on the order of the Engineer-in-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-Charge.

32.2 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.

32.3 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.

**CLAUSE – 33: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

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

**CLAUSE – 34 : 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 – 35 : CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART**

35.1 If the Contractor does not commence the work in the manner described in the Contract document or if he shall at any time in the opinion of the engineer.

- (i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 15 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or



- (ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- (iii) Fails to carry on the work in conformity/ accordance with the contract document or mobilize/ supply suitable dredgers, plants, equipment, labour, materials or other equipments to the worksite as stipulated in the contract, or
- (iv) fails to commence, carry and execute the work to the satisfaction of the EIC, or
  - (v) abandon the work, or
- (vi) Substantially suspend the work or the works for a minimum period of 30 days without any authority/ prior permission of EIC, or
- (vii) commit or suffer or permit any other breach of any of the provisions and terms of the Contract to be performed by him or it is observed that the said breach persists 30 days, after notifying to the Contractor in writing by the engineer requiring such breach to be remedied or
- (viii) the contractor becomes bankrupt, insolvent or goes into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction which amalgamations or reconstruction would assume complete responsibility and liability of the work with the prior approval of the owner and would furnish all guarantees by new formation.
- (ix) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

Then the Authority shall have the power to enter upon the work and take possession of all the equipments of the contractor thereon, and to remove the contractor's license to the same and to complete the work by his agents or other contractor or workmen or to relate the same upon any terms and conditions and so such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose of completion of the work specified in the contract, and without any payment/allowance to the contractor for the use or of the equipment or being liable for any loss or damage thereto the equipments. If the Authority shall by reason of its taking the possession of the works being completed by other contractors (due account being taken of such extra work or works which may be omitted) then the amount of such excess work or works which may be due for work done by the contractor under the contract and not paid for.

In case of any deficiency to be paid to the Authority by the contractor, the contractor shall make or in case of any deficiency remaining unsettled then the Authority shall have the power to sell in such a manner and for such a price as it may think fit all or any of the equipments belonging to the contractor and to recoup and retain the said deficiency or any part thereof out of the sale proceeds.

## 35.2 Corrupt Practice

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

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

- i) To take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary, Enabling and Ancillary works and
- ii) Also any materials, constructional plant, equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such agencies shall be credited to the contractor at his contract prices and the contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid.

35.4 On termination of the contract in full or part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary , enabling and ancillary works, within a stipulated period if the contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause then to be sold, holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amounts under the contract.

35.5 If the expenses incurred or to be incurred by the Authority for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited / to be credited to the contractor, the difference shall be paid by the contractor to the Authority. If the contractor fails to pay such an amount , as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall be empowered to recover such amount from any sum due to the contractor on any account under this or any other contract or from his security deposit or otherwise.

35.6 Also, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary building / structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the Engineer-in-Charge shall have powers to recover the same in accordance with the provisions of the contract.

35.7 The contractor shall not construct any structure even of a temporary nature for any other purpose on IWAI office premises & Engineer-in-Charge's representative's office or houseboat, or any such things except with the written permission of the EIC and any such construction, so put up shall be removed by the contractor whenever the EIC or his representative calls upon the contractor to remove. Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the Contractor, shall be decided by the Chairman.

35.8 IWAI also reserves its right to determine/ terminate the contract on following basis :

- (i) Authority shall, at any time, be entitled to determine and terminate the contract, for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 15 (fifteen) days' time for such determination and termination including the reason thereof.
- (ii) The contractor upon receipt of such notice, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to work terminated, and upon terms satisfactory to the Authority, stop all further sub-contracting or purchasing activity, related to the work terminated and assist the Authority in maintenance, protection and disposition of the works acquired under the contract by the Authority.
- (iii) Should the contract be determined under the sub-clause (i) of the above said clause, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination.

#### **CLAUSE - 36 : COMPLETION TIME AND EXTENSIONS**

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

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

- i) Suspension of work as per clause 32 ; or
- ii) "Force Majeure" as per clause 29; or
- iii) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within seven days of the date of happening of any such events as indicated above.

36.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time for total maintenance without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within seven days of the date of receipt of such request or within fourteen days of the occurrence of the event.

#### **CLAUSE – 37 : COMPENSATION FOR DELAY**

If the contractor fails to complete all items of works in respect of any of the sub- group/group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay liquidated damages as an ascertained/agreed as per Clause No. 38.

**CLAUSE – 38 : LIQUIDATED DAMAGES**

- 38.1 If the contractor fails to maintain the progress for continuous two month period as stipulated in the aforesaid tender or any extended period he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty)at the rate of 1.5 % (one & half percent) per month of delay to be computed per day basis on the total value of the contract subject to a maximum of 10% of the total value of the contract.
- 38.2 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Authority
- 38.3 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.
- 38.4 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

**CLAUSE – 39 : INSPECTION AND APPROVAL**

- 39.1 The contractor shall give due notice to the Engineer-in-Charge or his authorized representative for inspection in each sector as per scheduled described in the Contract and the Engineer- in-Charge or his representative shall, without unreasonable delay, unless he consider it necessary and advise the contractor accordingly , examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.
- 39.2 Vessels & logistic is to be kept ready by the contractor for regular inspection to 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 during every calendar month as per clause 39.3.
- 39.3 Schedule of inspection during every month

Inspection schedule for each sector	IWAI representative	Contractor Representative
Every month	Director/DD/AD/ AHS/JHS/One Officer from HQ	One Surveyor & one supervisor/Engineer

DD-Deputy Director, AHS-Assistant Hydrographic Surveyor, AD- Assistant Director JHS-Junior Hydrographic Surveyor.

- 39.4 In addition to regular inspection as per above clauses, an additional independent agency may be appointed by IWAI to carryout inspection of work carried out at the end of work to validate the depth achieved. The agency appointed by the Employer for inspection of work will be intimated to the Contractor. Vessels & logistic is to be provided by the contractor for

inspection to the officials of Independent Agency along with representative of IWAI. The contractor can have the inspection schedules finalized with the Engineer-in-charge. However, attempts should be made to have joint inspection to complete the required inspection by the agency at the end of work and submit the report to EIC immediately after the inspection. In case of discrepancy in between the joint inspection report and report from independent Agency, EIC will take action as per the provision of the contract. Further, it is mandatory to attach the final report of Independent agency along with the certified final bill.

#### **CLAUSE – 40 : MAINTAINANCE CERTIFICATE DURING EVERY MONTH**

The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and 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. Engineer- in-Charge notice that there are defects in the works or the works are not considered to be completed as per provision, he shall issue a notice in writing to the Contractor to rectify 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.

#### **CLAUSE - 41 : MEASUREMENTS**

- 41.1 The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.
- 41.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement made during Hy. survey/ inspection.
- 41.3 All items having a financial value shall be entered in daily log book/ measurement book prescribed by the Authority so that the complete work performed under the contract is duly accounted.
- 41.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative. In addition to this, an Independent agency will also carry out the inspection on completion of work and submit the report to EIC as per clause 39.4.
- 41.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 41.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 41.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in- Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or

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

#### **CLAUSE – 42: PAYMENT ON ACCOUNT**

- 42.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for work completed as per contract. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).
- 42.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 42.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 45 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 42.4 Payments due to the contractor shall be made by online transfer by the Authority/ Engineer-in-Charge or his authorised representative. Payments shall be credited to bank account as per the details for the same is already furnished.
- 42.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in- Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.
- 42.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 42.7 GST at the applicable rates shall be deducted at source from any payment made to the contractor against this contract. Service Tax Registration certificate and proof of payment shall be submitted by the Contractor for reimbursement purpose.**

#### **CLAUSE – 43 : TAXES, DUTIES AND LEVIES ETC.**

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise tax or any other local or central taxes as applicable/ charged by Center or State Government on all materials, including POL (and increase if any, on these during the currency of the contract) that the contractor has to purchase for the performance of the contract except GST, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. **The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. except GST. However, GST actually paid by the contractor will be reimbursed on production of documentary evidence.**

#### **CLAUSE-44 : TAX DEDUCTION AT SOURCE**

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

#### **CLAUSE – 45 : PAYMENT OF FINAL BILL**

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

#### **CLAUSE - 46 : OVER PAYMENTS AND UNDER PAYMENTS**

- 46.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 46.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 50 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 46.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 46.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 46.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in- Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

#### **CLAUSE - 47 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL**

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

**CLAUSE – 48 : FINALITY CLAUSE**

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carryout 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 – 49 : 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 – 50: ARBITRATION**

- 50.1 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 Engineer-in-Charge in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Engineer-in-Charge 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 Engineer-in-Charge 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 Engineer-in-Charge, the contractor may, within 15 days of the receipt of Engineer-in-Charge 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, failing which the above said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- 50.2 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.
- 50.3 Further, within thirty (30) days of receipt of such notice from either party, the Engineer-in-Charge of work at the time of such dispute shall send to the Contractor a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel 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.
- 50.4 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman IWAI shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 50.5 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 50.6 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 50.7 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.
- 50.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 50.9 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.
- 50.10 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.
- 50.11 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 Noida/ New Delhi 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 – 51: VALIDITY OF TERMS & CONDITIONS:**

The parties agree that if any term or provision of this contract is declared by a Court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be effected and the right and obligations of the parties shall be construed and enforced as if this contract did not contain the particular term or provision held to be invalid.

**CLAUSE 52: INTEREST**

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

**CLAUSE 53: ADVANCE PAYMENT**

The Contractor shall be eligible to receive an advance payment to the exclusively for the costs of mobilization in respect of the Works a percentage of the total Contract price.

The mobilization advance will be interest bearing and the **interest @ 10.00% per annum** to be calculated on unrecovered mobilization advance, but in no event exceeding the amount stated in the Appendix to Bid.

Payment of such advance amount will be due under certification by the Engineer after (a) execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance with Sub-Clause 3; and (c) provision by the Contractor of an **unconditional Bank Guarantee from any nationalized / scheduled bank** for amount equal to 100% of the advance proposed to be availed in a form and by a bank acceptable to the Employer. Such bank guarantee shall remain effective until the advance payment has been repaid pursuant to the paragraph below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates issued in accordance with this clause.

The advance payment shall be repaid through percentage deductions from the interim payments certified by the Engineer in accordance with this clause.

The recovery of mobilization advance shall commence from 1st Interim Payment Certificate from the date of payment of mobilization advance whichever is earlier. The recovery would be in such a way that it ensure that full mobilization advance is recovered by the time 80% of Contract sum is billed. The interest shall also be recovered from each interim Payment Certificate / Running Account Bill as stipulated in the Appendix to Bid less Provisional Sums, if any, and shall be made at the rate stated in the Appendix to Bid of the amount of all Interim Payment Certificates until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid prior to the time when 80 percent of the Contract Price has been certified for payment.

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# SECTION – VII

## TECHNICAL & SPECIAL CONDITIONS

### **A. OBJECTIVE AND AREA OF WORK**

1. Inland Waterways Authority of India (IWAI) is a statutory body set up in 1986 under the Ministry of Shipping, Road Transport & Highway, Govt. of India. The Authority is entrusted with development, maintenance and management of National Waterways for shipping and navigation. The Objective of the work is to develop the navigational channel by **“Hard Strata dredging at 5 km downstream of Karimganj terminal in IBP route (chainage 25 km) etc. to ensure safe navigation of vessels of draft 2.0 m”**.
2. The vertical water level difference between flood season (May-September) and lean season (November-March) is about 8-12 m.
3. The current in the river ranges from 0.5 to 4 m/s. However, the current during the lean season seldom exceeds 1.0-2.0 m/s. The selected bidder will have to identify the best course of navigational channel and remove shoals [shallow area w.r.t. targeted least available depth (LAD)] by rock dredging/ any suitable method.

#### **4. Scope of work:-**

To deploy required equipment and carry out requisite work of removal of Hard Strata for development of a fairway of 40 m width and 2.0 m depth .

- 4.1 Dredging is to be carried out with suitable equipments, however the capacity of equipment's must meet the requirement of working condition of site along with operation in shallow patches for a navigational channel of 40.0 m width at shoals and navigational depth of 2 m throughout the identified hard strata. The fairway created shall be adequate for navigation of self-propelled vessels of 2.0 m draft in Kusiara River. Further, sufficient no. of channel marking (Warning) for hard strata area are to be erected in the channel in the way it is safe for navigation and can be easily identified as navigation route by the end users during their course of navigation without any assistance. Sufficient number of manpower should be deployed by the contractor on the dredgers / other works to execute the work at any time of the contract period at his cost.
- 4.2 The quantity of dredging is to be ascertained by the bidders as per site condition / own resources . Before finalizing the bid, it is advised that the bidder would collect necessary information, data, navigational charts or any other site information related to availability of men, material, equipments, etc., and familiarize himself with site conditions before bidding.
- 4.3 Mobilization of any men, machinery / equipment and materials to project site is the responsibility of contractor.
- 4.4 The contractor shall submit the rate analysis for the work/sub item in case the IWAI requires the same during the bidding process.
- 4.5 Once the price has been firmed up between the Authority and the Contractor, the same shall remain unchanged without any scope of variation/ alteration/ amendment.
- 4.6 Environmental monitoring to be carried out throughout the contract period.
- 4.7 Scope of work also involves all the associated works like Mobilization, De-mobilization, Dredging, Surveys, Environmental Monitoring, Obtaining Permission for crafts, other incidental works, Idling, consideration for siltation during monsoon etc and rate quoted shall be inclusive of all.No separate payment shall be made for Idling or Mobilization or De-Mobilization during the monsoon interval.

## 5.0 Period of Contract:-

The total period of Contract will be will be three months from the date of start of work.

## 6.0 Technical Specifications:-

- (i) The material to be dredged is weather / moderate rock on the river bed.
- (ii) The Estimated Quantity to be dredged is 9,900 cum (approx.).. This is only indicative and the actual quantities may vary with respect to the pre-dredge surveys.
- (iii) Materials dredged may be disposed on to the banks of the waterway. If required temporary dyke is to be constructed for holding the material as directed by the Engineer-in-charge. The dredged material is the property of State Government. For any possibility of disposal in the interest of early completion of such activity, contractor, in consultation with State Government, fulfilling all the norms/ conditions/ permission of the State Government for this purpose, may dispose-off the dredged material.
- (iv) The contractor shall identify the disposal sites, obtain necessary permission from Engineer-in-charge and necessary permissions from the land owner wherever required and the expenditure thereof including the payment to the land owners if any for hiring/taking on lease etc for dumping shall be borne by the contractor.
- (v) The waterway shall be developed to obtain a channel of 40m bottom width and a depth of 2 m as per provisions contained.
- (vi) No additional payment / claim can be considered even though the depth of cut or width of channel is made by the contractor beyond the allowable tolerance for depth (Vertical-0.5 m)& width (Horizontal 2.5 m) in entire sections. In any stretch of dredged channels, if the depth or width is found less than specified under para 6 (iv), the work completion can not be considered by EIC. Decision of EIC in this regard shall be final and binding.
- (vii) The measurement of depth shall be carried out by conducting bathymetric survey every week jointly & its chart should be plotted by the Contractor in presence of Employer's representative. *However, Contractor shall also ensure measurement of width in each survey and shall carry out the surveys at 5 m grid in order to define the minimum width of 40 m as specified in tender and required depth in area.*
- (viii) In case of shortcomings observed by the Engineer-in-charge or his nominee, the cross-sectional survey is to be carried out and the cross-sectional interval shall be 5 m apart and soundings shall be taken continuously and plotted at 2 m interval on the cross section. The cross-section shall be extended upto 20 m beyond the limits of the channel on either side.
- (ix) The survey vessel & equipment required for surveys shall be provided by the contractor. They survey vessel shall be of -
  - Sufficient size and stability to safely and properly carry out the survey work under the prevailing site conditions;
  - Good maneuverability, even at low speeds of 1 to 2 knots
  - Ample space for instruments, recorders, etc.;
  - Day accommodation for two men of the EIC - Engineer's staff, besides the normal crew and Contractor's own surveyors;
  - A helmsman experienced in survey work;
  - Adequate radio communication between all persons concerned in the surveys;
  - Facility for operation of Automated Hydrographic Survey System (AHSS).
- (x) **Single Beam Echo Sounder:**

The digital echo sounder for hydrographic surveys shall in principle be operated in the 210 kilo Hertz range (narrow beam transducer). It shall not be permitted for any reason to use a lower operational frequency of the echo sounder for the Post-dredging survey than that has been used

for the Pre-dredging survey. The digital echo sounder shall have an accuracy of not less than 0.1 m.

At the start of each hydrographic survey, the AHSS is to be calibrated to the specified accuracy. To this effect, the Contractor shall establish a fixed point (or fixed points) with known coordinates such that the survey boat can easily be positioned with the transducer of the echo-sounder always in the same position relative to the calibration point.

(i) **Position Fixing System (PFS):**

It shall be in the form of Differential Global Positioning system (DGPS) or Real time Kinematic System (RTKS) based DGPS system of accredited/ IHO approved make providing sub-metre accuracy in position fixing. The system shall be established in such a manner that it shall fully cover the site of the Works and be constantly in operation during the course of the dredging works. The system shall consist of ship borne masters or receivers (one for each dredger and one for each survey launch), distance measuring units, the requisite number of shore stations, interfaces, track plotters, data storage facilities and sufficient spares to enable uninterrupted operation of the system, to the accuracy specified and on board computer and printer and suitable navigational software.

(ii) **Hydrographic survey software**

The Contractor shall use Automated Hydrographic Survey logging System (AHSS) of any accredited / IHO approved Hydrographic survey software which is compatible in logging depth (using digital echo sounder) and position (using position fixing system) simultaneously. The make and type of the hydrographic survey software and method to be adopted for survey work shall got approved in writing from the Engineer's representative prior to commencement of the survey work.

(iii) **Sounding vessel/ boat, equipment, personal & other logistics required for conducting surveys/ inspection shall be arranged by the contractor at his cost. Generally, multi beam echo-sounder with digital output shall be used in all survey work. However, keeping in view the site conditions and practicability/ weather, the Engineer-in-Charge shall decide upon the method of measurement to be adopted. These surveys shall be conducted in Automatic Hydrographic Survey System (HYPACK) and recorded all data including Raw, Edited & sorted data in soft is to be submitted along with the bill besides the other documents like charts etc.**

(iv) **The scale of monthly surveys should be 1:500 for the month. Contractor will prepare the survey charts and submit to EIC for approval along with Soft copy of survey data/ charts etc., Echo roll, Measurement Book etc. related to the measurement. IWA/ will issue the approved charts to the contractor. Contractor is to prepare and submit Running Account (RA) Bills based on the approved charts.**

## **7.0 ESCALATION:**

No escalation on any account will be payable under this contract.

## **8.0 OTHER CONDITIONS:-**

(i) Mobilization / Demobilization charges for the dredgers and its accessories and other logistics for survey/inspection/works etc. should be inbuilt in the bid by the contractor. No additional payment/ claim in this regard will be considered.

(ii) No shifting charges will be paid to the contractor for shifting of the dredger/ equipment's and its accessories from one position to another.

(iii) Normal barge and vessels/crafts movement in the channel shall not be interrupted by the dredging operation.

- (iv) No idle time charges will be paid to the contractor on any account during the contract period.
- (v) The contractor shall arrange the transits, buoys, lights, mooring etc. at their own cost as required for dredging and also for cautioning other vessels in the waterway.
- (vi) The Engineer-in-charge or his representative will inspect, co-ordinate and measure the work as per the contract condition. He has the right to inspect at any time during the contract period besides the schedule inspections for which contractor's authorized agent shall be available at site during such inspections.
- (vii) The Contractor shall provide the Engineer-in-Charge or his representative boat/ survey launch from shore to dredger and back to shore and movement in the stretch for inspection & supervision. The EIC/ representatives from IWAI Head office, Noida may conduct a surprise inspection by using departmental vessel & equipment and the dimensions recorded during such inspections will be binding on the contractor for the purpose of payment.
- (viii) The contractor may execute the work round the clock and on all days including Sundays and Public Holidays with due permission of the Engineer-in-charge in writing except National Holidays and subject to such restriction as may be imposed by State Govt./local body.
- (ix) If the contractor's personnel or any outside labour employed to work during execution of contract, breaks or damages/destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground etc. during the period of agreement, the same shall be made good by the contractor at his own expenses or in default the IWAI may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time thereafter may become due to the contractor.
- (x) The right to award, split up work or to reject the offer without assigning any reason is reserved with the Authority.
- (xi) The contractor will submit to the E-I-C bills in triplicate along with the required documents. The bills shall be accompanied with 3 sets each of inspection survey charts.
- (xii) The rates quoted shall include all taxes, duties and any other levies except GST, which will be reimbursed to the contractor on actual basis on production of proof of depositing the service tax with Service tax department. No additional payment on any other account shall be payable by IWAI. Any dispute with the local fishermen, for removal of fishing nets, stakes, from the channel to be dredged shall be solved by the contractor. However, on request IWAI may extend the assistance for solving the issues only through the concerned official/ dept. of the state or local bodies.
- (xiii) The contractor shall mobilize required equipment.
- (xiv) Contractor shall mobilize all additional resources including dredger, equipment, etc. at his cost for developing depth of 2 m in the stretch as mention in the objective and area of work under section-VII.

- (xv) If a dredger/ equipments goes out of order the contractor should arrange for replacement of the same with an equivalent capacity specified in the contract with the approval of EIC Authority, to ensure continuity of work.
- (xvi) The rate shall be quoted only in Indian Rupees and payment shall be made in Indian Rupees only.
- (xvii) Contractor shall pay special attention for identification of disposal sites with a view to ensure uninterrupted dredging operation and plan in advance disposal details in respect of chainages ahead of location of dredger. In no case, mere non availability of dumping site without any effort by the contractor, IWAI shall not be responsible for delay in the dredging operation/ maintenance of navigational channel.
- (xviii) In case of slow progress of work E-I-C may direct to deploy additional equipments for completion of the work in time and in such case contractor is bound to mobilise the same without any cost.
- (xix) In case of obstructions like concrete piles, the structures of fishing nets fallen, plastic debris, fallen trees, etc. are to be removed by the contractor, no extra payment or any benefit will be paid to the contractor in that regard.
- (xx) In case of any local objections against dredging or disposal of dredged spoils, it has to be settled by the contractor. However, on request, Authority will extend liaison/ help to the contractor to approach concerned officials of State Administration.
- (xxi) If the maintenance of navigational channel is stopped continuously for more than 3 days due to law and order, contractor has to report to E-I-C the same and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit. In case of delay in work E-I-C may take suitable decision without affecting the main objective of the project.
- (xxii) Weekly progress report has to be submitted by the contractor indicating work undertaken by the Contractor along with the logistics deployed for maintenance of navigational channel.
- (xxiii) The contractor shall adopt adequate precaution and measures such as construction of temporary protection like temporary bund/Dyke for disposal of dredged material at shore to avoid any collapse/ damages to the existing bank and Protection work of the dredged area shall be at his own cost.
- (xxiv) The contractor shall forthwith dispatch, raise and remove any plant (floating or otherwise) belonging to him or to any person employed by him which may be sunk in the course of execution and completion of the works or otherwise deal with the same as the E.I.C. or his representative may direct. Until the same shall be raised and removed, the contractor shall display at night search lights and do all such things for the safe navigation as may be required by the EIC. In the event of the contractor not carrying out the obligations imposed upon him by this clause, the E.I.C. shall raise and remove the same (without prejudice to the right of the IWAI to hold the contractor liable) and the contractor shall pay to the IWAI all costs incurred in connection therewith. The fact that sunken vessel, craft or plant is

insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise and remove the same.

(xxv) During execution of the work if any environmental degradation occurs, consequent on dumping of dredged material or any other reason the same shall be undone or necessary mitigation measures to the satisfaction of E-I-C by the contractor at his cost, without claiming any additional payment from IWAI.

(xxvi) Any changes incurred on testing of the dredged material, testing/ analyzing the quality of water for adopting environmental safeguards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the contractor. No additional charges on any such account shall be payable by IWAI.

## **9. Right to Vary**

The quantity for Right to vary for contract shall be (+/-) 20%. Rates quoted should be valid and operative for the extendable period. In case of excess in quantity for which contract is extended as per requirement, Employer may by written notice intimate the Contractor to extend the contract further depending on requirement. For all extensions given by Employer, Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. Employer reserves right regarding giving extension/ curtailment, deciding period of extension/ curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration. If the quantity is more than +20%, extension of time will be granted proportionately. Rates quoted should be valid and operative for the extendable period.

## **10. Curtailment/ Termination:**

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving one-week notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving 7 days notice by the Regional office of IWAI Guwahati, if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.



# SECTION-VIII

## 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.
- iii) 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:**

- i) The Contractor should not make any changes in the schedule of work or the Specifications without written authorization by the Engineer in Charge and written concurrence by the Authority.

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

- i) In case of unsatisfactory performance/ progress / services by the Contractor, IWAI shall have the right to issue a show cause notice to the contractor requiring him to explain the reason thereof.
- ii) In case of continuation of such unsatisfactory performance / progress / services, IWAI reserves the right to rescind the Contract and get the balance work executed at the risk and cost of the Contractor.

### C. **WARRANTIES:**

- i) The Contractor should warrant that this contract does not and shall not infringe any existing or subsequent patents, rights or licenses of any third party.
- ii) The Contractor should further warrant that the rights of the Authority under the present contract are not and shall not be infringed by any prior or subsequent contract, which may have been or may hereafter be entered into by the Contractor with any other party.

### D. **MISCELLANEOUS:**

- i) 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.

## **Appendix to Bid**

Bidders are required to sign each page of the Appendix to Bid.

### **Conditions of Contract Sub-Clause**

<b>Clauses</b>	<b>Definitions</b>
Performance Security Clause 3	The performance security will be in the form of a “unconditional” bank guarantee of any nationalized bank of India for an amount of 5 percent of the Contract Price.
Time for Issue of the Notice to Commence. Clause 12	45 days from date of issue of Letter of Acceptance.
Amount of Liquidated Damages Clause 38	As defined.
Limit of Liquidated Damages Clause 38	10 percent of the Contract Price.
Interest rate payable by the employer for late payment Clause 42	No interest shall be payable by Employer to the Contractor for unpaid sums
Maximum Amount of Advance Payment Clause 53	10 percent of the Contract Price.
Start Repayment of Advance Payment Clause 53	As defined.
Monthly Recovery of Advance Payment Clause 60.13	The recovery of mobilization advance shall commence from 1 <sup>st</sup> Interim Payment Certificate from the date of payment of mobilization advance whichever is earlier. The recovery would be in such a way that the gross value of works claimed in the bill to ensure that full mobilization advance is recovered by the time 80% of Contract sum is billed. The interest shall also be recovered from each interim Payment Certificate / Running Account Bill.

## **SECTION-IX:**

ANNEXES

# ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Chairperson

Inland waterways Authority of India

Ministry of Shipping, Govt. of India

A-13, Sector-1,

Noida(U.P.)

Pin- 201301

In consideration of the ..... (hereinafter called "**Employer**") having to enter into an Agreement with M/s ..... (hereinafter called the "**Contractor**") as a follow up to the Letter of Award no.....dated..... issued by the Employer for "**Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route**" on production of Performance security in the form of Bank Guarantee for Rs ..... (Rupees.....only), at the request of ..... **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Contractor** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 180 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be

enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be

4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.
8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of ..... 2009 for  
.....  
(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch.(SEAL)

## ANNEX - II: AGREEMENT FORM

**(To be executed on non-judicial stamp paper of INR 100 and signed by the Contractor and the same is to be signed by Authorized Signatory / Competent Employer on behalf of IWAI)**

.....(insert name of the assignment)

**AGREEMENT  
BETWEEN  
INLAND WATERWAYS AUTHORITY OF INDIA  
AND  
CONTRACTOR**

This Agreement made on this.....day of.....Two thousand.....between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “**IWAI**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at .....(hereinafter called the “**Contractor**”, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

**WHEREAS IWAI** is desirous of giving “.....(insert name of the assignment) (the “**Work**”)” as per the Work Order No. ....dated .....in accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

**WHEREAS THE CONTRACTOR** has agreed to undertake the “**Work**” on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall undertake the “**Work**” as per the Work Order No. ....dated ..... in accordance with the terms& conditions of contract attached hereto all of which will form part this agreement.
3. The following documents shall be deemed to form and be read and construed as part of the Agreement, i.e.:
  - (a) Agreement Form
  - (b) Integrity Agreement
  - (c) Letter of Award / Notice to proceed with the work

- (d) Conditions of Contract
- (e) Schedule of the price bid
- (f) Technical Bid
- (g) Addenda / Corrigenda
- (h) Minutes of Pre-bid Meeting
- (i) All Correspondences

The "Contractor" hereby covenants with IWAI to complete and maintain the "Works" in conformity in all respect, with the provisions of the Agreement.

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

**For and on behalf of  
(Inland Waterways Authority of India)**

**For and on behalf of  
(Contractor)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

Name & Designation \_\_\_\_\_

Stamp

Stamp

**Witness – I**

**Witness – I**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

Stamp

Stamp

**Witness – II**

**Witness – II**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

# ANNEX -III: DETAILS OF BANK ACCOUNT

FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

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

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.**

IWAI 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.

**Signature of Authorized Signatory**

**Name & Designation:**

**Date:**

**Place**



## ANNEX-IV: 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:**

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

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

**Authorized Signatory  
Authorization**

**Official Seal/Stamp**

# ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:

The Chief Engineer (Tech),

INLAND WATERWAYS AUTHORITY OF INDIA,

A-13, Sector – 1, Noida - 201 301,

District: - Gautam Budh Nagar (U.P.)

Sub: Acceptance of Terms & Conditions of Tender.

**Tender Reference No:**

**Name of Tender/Work:** - “Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route”.

Dear Sir,

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

**Yours Faithfully**

**(Signature of the Bidder, with Official)**

## ANNEX-VI: BANK GUARANTEE FORM FOR EMD

The Chairperson,  
Inland Waterways Authority of India,  
A-13, Sector 1,  
Noida – 201 301.

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of \_\_\_\_\_ in the state/s of \_\_\_\_\_ herein called “the Tender”

KNOW ALL PEOPLE by these present that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of country) having our registered office at \_\_\_\_\_ (hereinafter called the “Bank”) are bound unto the Inland Waterways Authority of India (hereinafter called “the Owner”) in the sum of the Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) \*for which payment can truly be made to the said Owner. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day \_\_\_\_\_ of ..... and undertake to pay the amount of \_\_\_\_\_ Rs. \_\_\_\_\_ to the employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Agreement Form in accordance with the instructions to bidders or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Owner up to the above amount upon receipt of his written demand, without the Owner having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to six months or more beyond the last date of receipt of bids or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tender. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

\_\_\_\_\_  
NAME AND DESIGNATION

\_\_\_\_\_  
SEAL OF THE BANK

\_\_\_\_\_  
SIGNATURE OF THE WITNESS

\_\_\_\_\_  
NAME OF THE WITNESS

\_\_\_\_\_  
ADDRESS OF THE WITNESS

## ANNEX-VII: LETTER OF CONSENT

(To be filled up by Sub-contractor and submitted in Enclosure II of this tender document)

Sub-contractor's Name: *[insert full name]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Tender No. and title: *[insert Tender number and title]*

Dear Sir,

The invitation for tendering for *[insert name of work]* has been called by *[insert name of employer]*.

In this regard, this is an undertaking that *[insert name of Sub-contracting firm]* having its office at *[insert address of the Sub-contracting firm]* is willing to participate as sub-contractor for *[insert brief work details for which sub-contractor will provide services]* with *[insert name of applicant]* for this project and we are submitting our relevant experience client certificates for the same.

[Insert name, signature and seal of authorized representative of the Sub-contractor]

# ANNEX-VIII: INTEGRITY AGREEMENT

**To be signed by the bidders' and the same is to be signed by Authorized Signatory/competent Employer on behalf of IWAI.**

This Integrity Agreement is made at ..... on this .....day of ..... 2023

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director (NER), Inland Waterways Authority of India, A - 13, Sec. – 1, Noida

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

AND

.....

(Name and Address of the Individual/firm/Company)

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

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/ ..... ) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**Hard strata Dredging at 5 km downstream of Karimganj terminal in IBP route**" AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

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

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

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

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer 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 Employer 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 Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or no 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 Employer as part of the business relationship, regarding plans, technical Bids 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 wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and / or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

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

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days" notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Bank Guarantee/Security Deposit: If the Employer 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 Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Bank Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Employer 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 Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

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

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or

State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

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

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract.

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

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



**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....

**(For and on behalf of Employer)**

.....

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

**WITNESSES:**

1. ....

**(signature, name and address)**

2. ....

**(signature, name and address)**

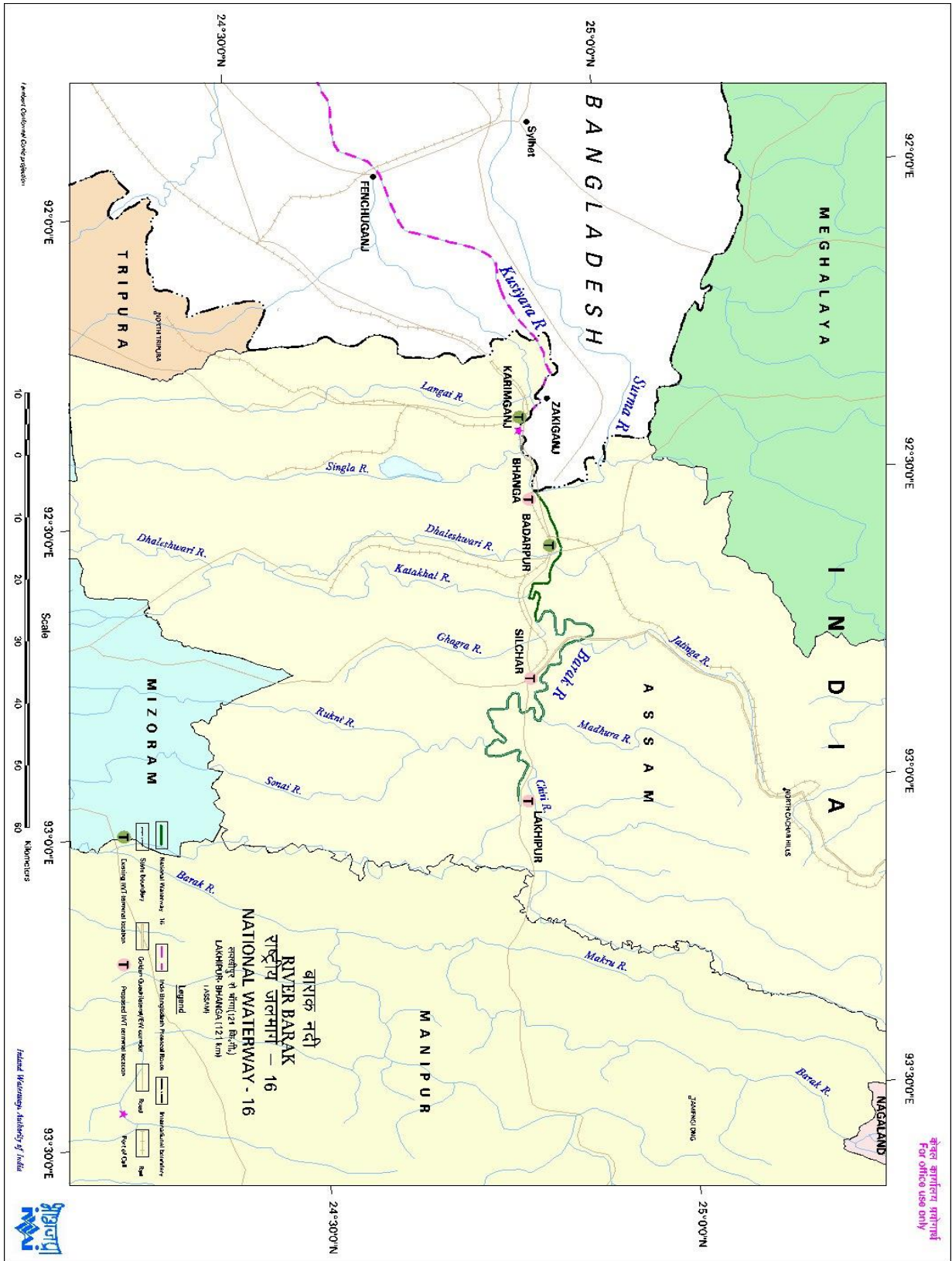
**Place:**

**Date :**

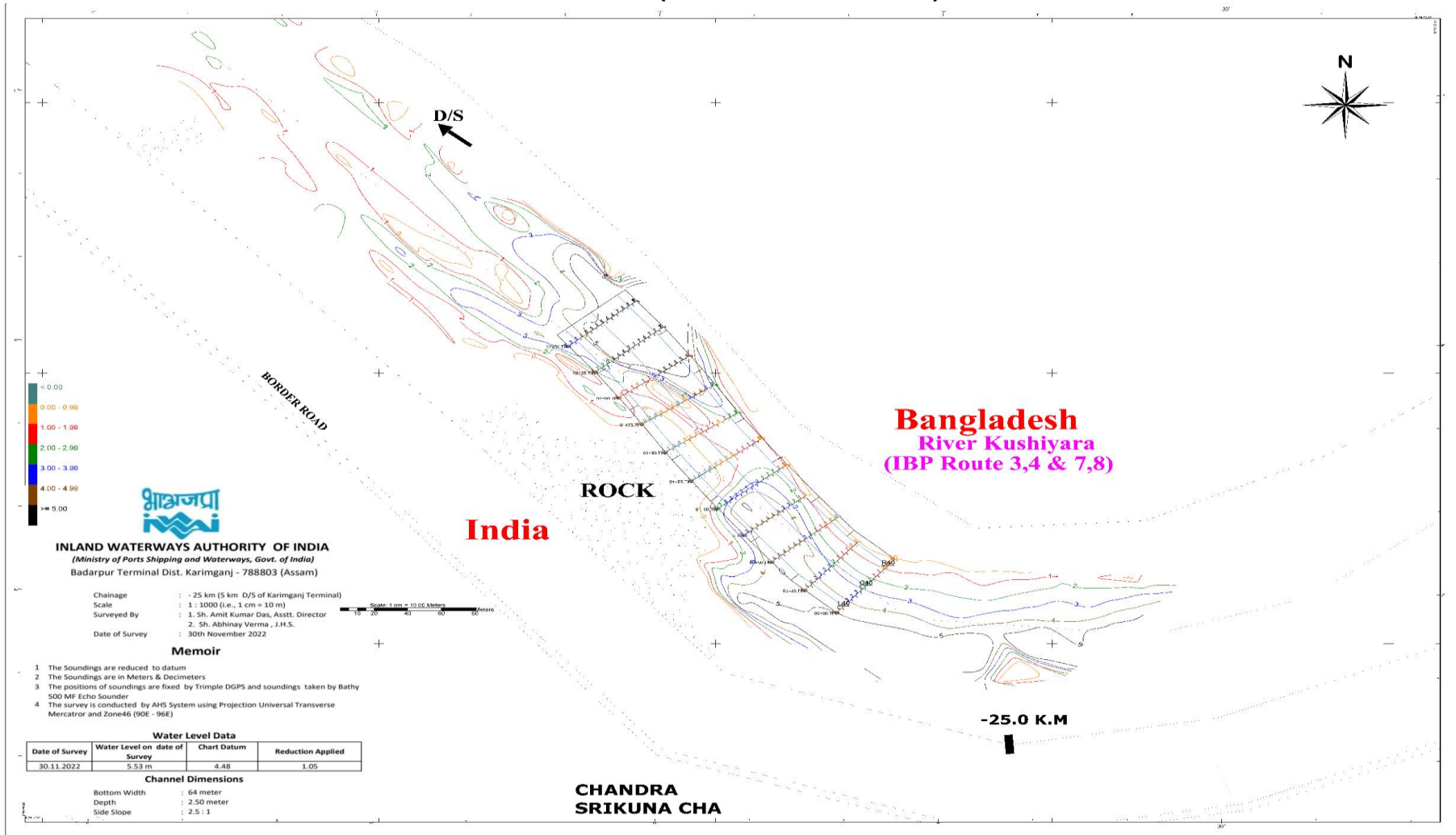
**SECTION – X**  
**MAP & DRAWING**

# INDEX MAPS

## BARAK AND KUSIYARA RIVER MAP



# DRAWING (HARD STRATA AREA)



### Location of site



A view of the Rock Outcrop area in Kushiyara river at ch. -25 KM

**Picture Source: Google Maps**

<https://www.google.com/maps/@24.8791171,92.3377553,385m/data=!3m1!1e3?authuser=0&nv=tl>

**Latitude: 24.879295,  
Longitude: 92.338177**