

TENDER NO. IWAI/MD/253/2016-17

E-TENDER DOCUMENT

For

**Manning, Operation & Maintenance
(on O&M Contract basis) of Survey cum
Inspection Vessels
of
NW-1 (River Ganga).**

May - 2017



Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

A-13, Sector-1, Noida – 201 301 (UP)

Tel (0120) 2543931, Fax (0120) 2544041

Web site: www.iwai.nic.in,

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

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NIT (Notice inviting E- Tender)
For publication in News Papers



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
A-13, Sector 1, Gautam Buddha Nagar, Noida 201 301

TENDER NO.: IWAI/MD/253/2016-17

E-tender: for Manning, Operation & Maintenance (on O&M Contract basis) of Survey cum Inspection Vessels of NW- 1 (River Ganga).

Online bids/tenders are invited from experienced and resourceful fleet operator and manning contractors for manning, operation and maintenance (O & M Contract basis) of Survey cum Inspection Vessels of IWAI. If interested, the tender document may be downloaded from the website of IWAI <http://www.iwai.nic.in> and CPP Portal Website <https://eprocure.gov.in/eprocure/app> from 06.05.2017 to 06.06.2017 and submit the cost of tender document/e-tender processing fee of Rs. 5000/- through RTGS only payable in favour of "IWAI Fund" in the A/c no. 513202050000007, IFSC Code: UBIN0551325, Union Bank of India, Branch – Secotor-15, Noida. The scanned copy of the RTGS receipt with transaction ID certified by the same Bank must be enclosed along with the e-bid. The online bid submission closing date and time is 06.06.0217 upto 18.00 hrs.

(P.K.Srivastava)
Hydrographic Chief

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(SECTION-I)

NOTICE INVITING E-TENDER



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector 1, Gautam Buddha Nagar, Noida 201 301

Tel (0120) 2543931, Fax (0120) 2544041

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

NOTICE INVITING E-TENDER

Inland Waterways Authority of India (IWAI) hereby invites online tenders/bids (Technical and Financial Bid) from experienced and resourceful fleet operators and manning contractors for Manning, Operation and Maintenance (on O&M Contract basis) of IWAI Survey cum Inspection vessels in National Waterway No.1 for a period of initially three years and extendable on yearly basis on satisfactory performance for another two years. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>

Details of work	Schedule	Qty. No.	Estimated Cost (Rs. in lakh)	Earnest Money Deposit (Rs. in lakh)
Manning, operation & maintenance of Survey cum Inspection vessels in				
1) Kolkata R/o in NW-1, Haldia-Rajmahal stretch and Sunderbans	A	01	292.90	5.858
2) Patna R/o in NW-1 Rajmahal – Allahabad stretch	B	01	292.90	5.858

TERMS & CONDITIONS

- Interested bidders may download the bid document from IWAI's website <http://www.iwai.nic.in> and CPP Portal Website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in Critical Date Sheet as under-

CRITICAL DATE SHEET

Publishing Date	05.05.2017
Document Download/Sale Start Date	06.05.2017 (10:00 hrs.)
Document Download/Sale End Date	06.06.2017 (17:00 hrs.)
Bid Submission Start Date	25.06.2017 (10:00 hrs.)
Bid Submission Closing Date	06.06.2017 (18:00 hrs.)
Pre-bid Meeting Date	15.05.2017 (15:00 hrs.)
Bid Opening Date	07.06.2017 (11:00 hrs.)

2. Eligibility Criteria:

The eligibility criteria for participation in the tender for above work shall be as follows:

- (i) The tenderer shall be registered in appropriate class with CPWD, Railways, MES, State PWD/Irrigation Department, Port Trust, IWAI, DCI or any of the state IWT Directorate/Maritime Board or similar organization having experience for similar works or non-registered contractors having similar and adequate experience.
 - (ii) The similar work shall be the supply of the Crew/ Manpower for manning of Inland or Sea going vessels/dredgers and their operation & maintenance.
 - (iii) The tenderer should submit the registration copy of PF, ESI & Service tax /GST.
 - (iv) The tenderer shall be Income Tax assessee and shall submit the following:
 - a) The copy of last three years Income Tax Return.
 - b) The detail of financial turnover of last five years certified by Chartered Accountants.
 - c) The audit balance sheet for last three years.
 - d) The firm should have average annual financial turnover during the last three financial years of at least 30% of the estimated cost.
 - (v) Tenderer must have experience in the field of contract management of vessels or running of own/hired vessel and having done at least one/two/three similar works satisfactorily during the last five years as follows. Firm having experience only for manning of vessels are not eligible.
 - a) Single work costing 40% of the estimated cost of quoted schedules.
 - b) Two works each costing 30% of the estimated cost of quoted schedules.
 - c) Three works each costing 20% of the estimated cost of quoted schedules.
 - (vi) The tenderer should submit documentary evidence on financial and material resources including equipment for execution of above works.
 - (vii) Latest certificate of solvency i.e. 40% of the amount equal to schedule (s) quoted for from Public sector/Scheduled Bank has to be submitted.
3. Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.
 4. **The bidder can quote either for one or both schedules. Evaluation shall be made considering each schedule separately and tender shall be finalized accordingly.**
 5. The manning, operation and maintenance of these vessels shall have to be carried out during the contract period of three years at the quoted rates.
 6. The tenderer shall submit required Earnest Money Deposit in the form as prescribed. Any/all submissions made without the earnest money and/or after the last date and time of submission of the bid shall be deemed to be rejected.

7. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 1800 hours on 06.06.2017. The technical bids would be online opened on 07.06.2017 at 11.00 hours in the presence of the representatives of the bidders, if any.
8. The pre-bid meeting will be held on 15.05.2017 at 15.00 hrs.
9. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Hydrographic Chief,
IWAI

(SECTION-II)

**INSTRUCTION TO BIDDERS & APPENDIX TO ITB AND
INTEGRITY AGREEMENT**

Section II: Instructions to Bidders

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Instructions to Bidders (ITB)

Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement <https://eprocure.gov.in/eprocure/app>

1. 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.
2. Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
8. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
11. From the favourites folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting/uploading their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.

13. 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 PDF/xls/rar/jpg/
14. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
15. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
16. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
17. Bidder should submit the Tender Fee/ EMD as specified in the tender. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
18. While submitting the bids online, the bidder read the terms & conditions and accepts the same to proceed further to submit the bid packets.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
21. 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.
22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
23. 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.

24. The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. 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.
27. 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.
28. 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.
29. 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.

For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

Hydrographic Chief
Inland Waterways Authority of India,
A-13, Sector-1,
Noida – 201 301
Tel (0120) 2543931, Fax (0120) 2544041/ 2522969
Website : www.iwai.nic.in

A. General

1. Scope of Bid

The Owner (as defined in the Appendix to ITB) invites online bids for **“Manning, Operation and Maintenance (on O&M Contract basis) of IWAI Survey cum Inspection Vessels in National Waterway No.1** as described in these documents and referred to as “the works”. The name of the work is provided in the Appendix to ITB.

1.2 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

2.1 The expenditure on this project will be met by Inland Waterways Authority of India (IWAI).

3. Eligible Bidders

3.1 This Invitation for online Bids is open to all bidders engaged in carrying out similar operations or contract management of vessels for last five years as already described in NIT.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1 This invitation for online bids is open to all reputed and resourceful fleet operator, and Manning contractors having experience in supply of the Crew/Manpower for Manning of inland or sea going vessels/dredgers and their operation and Maintenance.

4.2 All bidders shall include the scanned copy of following information and documents with their bids online:

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.

(b) Total monetary value of similar works performed for each of the five years.

(c) Experience certificate in works of a similar nature and size for each of the last five years with satisfactory performance.

(d) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountants as a proof of turnover for the past five years.

(e) Evidence of adequacy of working capital for this contract [access to line(s) of credit and availability of other financial resources].

(f) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

(g) Details of the contracts if any having delay in completing the work more than one year over and above contractual delivery period. In the event of no case, similar statement is to be submitted.

4.3 i) To qualify for award of the Contract, each bidder should have Achieved average annual financial turnover during the last 3 years, ending 31st March of the previous financial year of at least 30% of the estimated cost as follows:

- i. Rs. 87.87 lakhs.-For schedule A
- ii. Rs. 87.87 lakhs.-For schedule B
- iii. Rs. 175.74 lakhs.-For both schedule i.e. A & B

(Escalation factor as specified in the appendix shall be used to bring the value of the such completed works at the level of current financial year i.e. 2016-17)

ii) The bidder shall have executed the similar works as follows:

(a) Three similar works completed costing not less than 20% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for

OR

(b) Two similar works completed costing not less than 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for

OR

(c) One similar work completed not less than 40% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for.

The similar work constitutes the supply of the Crew/ Manpower for manning of Inland or Sea going vessels/dredgers and their operation & maintenance.

4.4 Each bidder must produce an affidavit on a Stamp Paper, duly attested from the Notary that the information furnished with the bid documents is correct in all respects, and failure to submit the document as specified shall make the bid non-responsive. Scanned copy to be submitted online.

4.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring.

5. One Bid per Bidder

Each Bidder shall submit only one online Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified. (for the purpose of this tender one bid for each Schedule separately quoted for shall be considered).

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Owner will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Content of Bidding Documents

7.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 9:

1. Notice Inviting Tender
2. Instructions to Bidders
3. Forms of bid and Bank Guarantee
4. Conditions of Contract

7.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 24 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

8. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the owner in writing or by facsimile at the owner's address indicated in the Notice Inviting Tenders. The Owner will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. The Owner's response will be uploaded on e-procurement web site, including a description of the inquiry, but without identifying its source.

9. Amendment of Bidding Documents

9.1 Before the deadline for online submission of bids, the Owner may modify/amend/make addition in the bidding documents for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder by issuing addenda/corrigendum.

9.2 Any addendum/corrigendum uploaded on website shall be part of the bidding documents. Corrigendum/Addendum will be available on website. The modification /amendment/additions in the bidding document shall be binding on the prospective bidders.

9.3 To give prospective bidders reasonable time in which to take a corrigendum/addendum into account in preparing their bids, the Owner shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 19.2.

C. Preparation of Bids

10. Language of Bid

All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

11. Documents Comprising the Bid

The Bid submitted by the Bidder shall be in two separate parts:

11.1 Part I

This shall be named Technical Bid and shall comprise scanned copies of:

- I. The scanned copy of the RTGS receipt of cost of tender document with transaction ID certified by the same Bank must be uploaded.
- II. A scanned copy of the Earnest Money must be uploaded. The original of the Earnest money deposit to be deposited in the office before the bid submission closing date. The Earnest money for each schedule to be submitted separately.
- III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4;
- IV. Undertaking that the bid shall remain valid for the period specified in clause 14.1
- V. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. A scanned affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief must be uploaded. The original affidavit is to be deposited in the office before the bid submission closing date.
Any reference to price in this part may cause rejection of the bid.
- VII. Form of bid.

Part II. It shall be named Financial Bid and shall comprise of:

- (i) Cost schedule.

12. Bid Prices

12.1 The Contract shall be for the whole Works, as described in Clause 1. 1, based on the cost schedule submitted by the Bidder.

12.2 The bidder shall quote rates and prices for all items of the Works described in the cost schedule.

12.3 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.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

13. Currencies of Bid and Payment

The prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

14. Bid Validity

14.1 Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in NIT. The Owner shall reject a bid valid for a shorter period as non-responsive.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Owner may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

15. Earnest Money/Bid Security

15.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for the amount as specified in the Appendix to ITB. Earnest Money/Bid Security for each schedule to be submitted separately.

15.2 Earnest Money Deposit for the tendered work in the Notice inviting tender should be submitted in the following manner:

a) Either 100% by RTGS

OR

b) 50% by RTGS and remaining 50 % as Bank Guarantee

The RTGS only payable in favour of "IWAI Fund" in the A/c no. 513202050000007, IFSC Code: UBIN0551325, Union Bank of India, Branch – Secotor-15, Noida. The Bank Guarantee submitted as EMD to be valid for 90 days beyond the validity of the bid.

The scanned copies of the RTGS receipt for tender cost and EMD with transaction ID certified by the same Bank must be enclosed along with the e-bid. In case the EMD and tender fee receipt are not enclosed along with the e-bid, the bid is liable for rejection.

The Earnest Money of the successful Bidder submitted in the form of RTGS will be retained as Performance Security/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.

- 15.3 Any bid not accompanied by acceptable Earnest Money, shall be rejected by the Owner as non-responsive.
- 15.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 14.1
- 15.5 The Earnest Money of the successful Bidder will be adjusted in the required Performance Security.
- 15.6 The Bid Security/Earnest Money will be forfeited:
 - a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) Sign the Agreement; and/or
 - ii) furnish the required Performance Security.

16. Alternative Proposals by Bidders

Bidder shall submit offers that fully comply with the requirement of the bidding document including conditions of contract. Conditional offer or alternate offer will not be considered further in the process of tender evaluation.

17. Format and Signing of Bid

- 17.1 The Bidder shall submit online bid comprising of the documents as described in Clause 11 and other documents as specified in the tender.
- 17.2 The bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 17.3 The bid shall contain no overwriting, alternations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the persons signing the Bid.

D. Submission of Bids

18. Online submission of Bids

The Bidder shall submit online bids only.

19. Deadline for Submission of Bids

- 19.1 Complete online Bids (including Technical and Financial) must be received by the bid submission closing date and time.
- 19.2 The Owner may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Owner and the

bidders previously subject to the original deadline will then be subject to the new deadline.

20. Modification and Withdrawal of Bids

- 20.1 Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 19.
- 20.2 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 shall result in the forfeiture of the Bid security pursuant to Clause 15.

E. Bid Opening and Evaluation

21. Bid Opening

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 the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clause 25.2 shall be opened on a subsequent date, which will be notified to such bidders.

- 21.1 The Owner will open the online "Technical Bid" of all the bids received , including modifications of Technical Bid made pursuant to Clause 20, in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.
- 21.2 Bidder's names, the presence of bid security and such other details, as the Owner may consider appropriate will be announced by the Owner after the opening.
- 21.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Owner at the opening as the Owner may consider appropriate, will announce the bidders' names and such other details.
- 21.4 After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 11.1, thereafter on fulfilling the criteria laid down in Clause 25.2 a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 21.5 The Owner 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.
- 21.6 At the time of the online opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 21.4 and the Bid prices, the total amount of each bid, and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening.

22. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Owner's processing of bids or award decisions may result in the rejection of his Bid.

23. Clarification of Bids and Contacting the Owner

23.1 During the evaluation of the bids, the owner may, at its discretion, ask the bidder to provide any additional information/clarification in relation to its bids as may be deemed fit by the owner. The bidder shall in all cases where such request has been made by the owner, submit within such period and in such manner as may be specified by the owner in the request so made. Failure of the bidder to furnish such additional information as may be requested by the owner, the owner may in its sole discretion deem such bid as non-responsive. The bidder shall not have any right to challenge the same or any claims arising from such bid being deemed non-responsive by the owner.

23.2 No bidder shall contact the owner on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. Any attempt by the bidder to influence the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

24. Examination of Bids and Determination of Responsiveness

During the detailed evaluation of "Technical Bids", the Owner will first determine whether each Bid (a) meets the eligibility criteria defined in Clauses 2,(b) is accompanied by the required securities; and (c) is responsive to the requirements of the bidding documents.

After the above process is completed the technical specification/offer of the responsive bidders will be examined with respect to technical specifications provided in the tender document, clarifications, if any, at this stage in respect of the technical parameters offered by the bidder will be sought from the bidders. Thereafter, the bids, which conform, to the terms, conditions, and specifications of the bidding documents, without material deviation or reservation will be considered as responsive for evaluation.

25. Evaluation and comparison of Bids

25.1 Selection of the bidder for manning, operation and maintenance of Survey cum Inspection vessels will be based on technical and financial evaluation.

25.2 Technical evaluation shall be based on the offer satisfying the criteria.

i) The tenderer shall be registered in appropriate class with CPWD, Railways, MES, State PWD/Irrigation Department, Port Trust, IWAI, DCI or any of the state IWT Directorate/Maritime Board or similar organization having experience for similar works or non-registered contractors having similar and adequate experience.

- ii) Tenderer must have experience of at least five years in the field of contract management of vessel or running of owned/hired vessel and having done at least one/two/three similar work satisfactorily during the last five years either his own or along with certificate from concerned authority to that effect.
- iii) Contract non-performance (during preceding 5 years) - to be furnished in format given at **Appendix-1**
- iv) Financial details
 - (a) Financial performance during preceding 5 years - to be furnished in format given at **Appendix-2**
 - (b) Annual turnover during preceding 5 years as specified in Notice inviting E-tender - to be furnished in format given at **Appendix-3**

All the above Appendices should contain full information of last five years. Non submission of complete information will lead to rejection of bids.

- 25.3 Verification of the facts furnished by the bidders may be made by the owner by visiting the establishment of the bidders prior to finalizing the technical evaluation.
- 25.4 If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.
- 25.5 The evaluation of the financial bid will be based on the lowest financial offer received for the work.

F. Award of Contract

26. Award Criteria

Subject to Clause 28, the Owner will award the Contract to the Bidder after evaluation as per Clause 25.

27. Owner's Right to accept any Bid and to Reject any or all Bids and Split the work or Increase and Decrease work.

- 27.1 Notwithstanding Clause 28, the Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Owner also reserves the right to split the work to one or more parties depending on capability of the bidder and increase/decrease the work requirement.

28. Notification of Award and Signing of Agreement.

- 28.1 The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.
- 28.3 The Agreement will incorporate all correspondence between the Owner and the successful Bidder. It will be signed by the Owner and the successful Bidder after the performance security is furnished and within 15 days of issuance of Letter of Acceptance.
- 28.4 Upon the furnishing by the successful Bidder of the Performance Security, the other Bidders will be informed that their Bids have been unsuccessful.

29. Factors Affecting the Award of the contract:

- 29.1 The bidder should have its own contract support facilities. The support facilities should be fully owned and managed by the bidder.
- 29.2 Conformity with the request for bid/tender required and conditions.
- 29.3 The assessment of the capability of the bidder to meet the terms and conditions.
- 29.4 The bidder must have executed similar orders, for which the bidder is quoting as indicated in clause 1 of ITB for Government/ semi Government/Autonomous Organizations/reputed Private Organizations.

30. Performance Security:

- 30.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Owner a Performance Security of ten percent of the Contract Price.
- 30.2 The performance security shall be submitted either in the form of RTGS or a Bank Guarantee. The RTGS is payable in favour of "IWAI Fund" in the A/c no. 513202050000007, IFSC Code: UBIN0551325, Union Bank of India, Branch – Sector-15, Noida. The scanned copy of the RTGS receipt with transaction ID certified by the same Bank must be enclosed.
- 30.3 Failure of the successful bidder to comply with the requirement of sub-clause 30.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

31. Corrupt or Fraudulent Practices

The Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with Inland Waterways Authority of India and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

The Owner requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

32. Integrity Pact

The Integrity Pact shall be signed by successful bidder at the time of agreement.

Appendix to ITB

The Owner should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to Bidders

Clause Reference

- (1) The Owner is Chairman, Inland Waterways Authority of India
- (1) The Works is “**Manning, Operation and Maintenance (on O&M Contract basis) of IWAI Survey vessels in National Waterway No.1.**”
- 4.4 A The value shall be as mentioned in Bid Notice.
- (b) Escalation factor (for the cost of works completed during the last 5 years) may be taken as follows: [CI. 4.4A(b)]
- | Year Before | Multiplying Factor |
|-------------|--------------------|
| One | 1.07 |
| Two | 1.14 |
| Three | 1.21 |
| Four | 1.28 |
| Five | 1.35 |
- (8. 2.1) Place, Time and Date for pre-bid meeting are:
- Place: NOIDA (will be intimated later, in case of change, if any)
Time hrs
Date2016
- (10) Language of the bid is English
- (11.1.v) Nil
- (15.1) The amount of Earnest Money shall be as mentioned in NIT.
- (15.2) Earnest Money Deposit for the tendered work in the Notice inviting tender should be submitted in the following manner:
- a) Either 100% by RTGS OR
b) 50% by RTGS and remaining 50 % as Bank Guarantee
- The RTGS only payable in favour of “IWAI Fund” in the A/c no. 513202050000007, IFSC Code: UBIN0551325, Union Bank of India, Branch – Secotor-15, Noida. The Bank Guarantee submitted as EMD to be valid for 60 days beyond the validity of the bid.
- (19.1) The Owner's address for the purpose of Bid submission is Inland Waterways Authority of India, A-13, Sector-I, Noida – 201 301.
- (19.1) The deadline for submission of bids shall be:

Time & Date : As prescribed in Notice inviting E-tender

(21.1) The date, time and place for opening of the Bids are:

(A) Technical Bid

Date, Time & Place : As prescribed in Bid Notice

(B) Financial Bid (For qualified bidder)

Date, Time & Place : (Will be intimated later)

(30.1) The amount and validity period of the performance guarantee is:

Amount: 10% of the contract price

Validity Period: Performance security shall be valid until a date 60 days after the completion of work indicating all contractual obligation.

APPENDIX – 1 (Sub clause no. iii of clause no. 25.2)

CONTRACT NON-PERFORMANCE (DURING PRECEDING 5 YEARS)

Sl. No.	Name of Contract	Name and Address of employer	Date of award	Date of completion as per contract	Physical status	Reason for non-completion	Any revised date fixed for completion	Whether under Litigation

APPENDIX – 2 (Sub clause no. iv(a) of clause no. 25.2)

FINANCIAL PERFORMANCE (DURING PRECEDING 5 YEARS)

Sl. No.	Name of Contract	Name and Address of employer	Date of award	Cost of contract	Date of completion as per contract	Actual date of completion	Any cost overrun allowed indicating reasons	Revised cost if any

APPENDIX – 3 (Sub clause no. iv (b) of clause no. 25.2)

ANNUAL TURNOVER (DURING PRECEDING 5 YEARS)

Year	Annual Turnover

[To be duly certified and given by the Chartered Accountants on their letter head.]

PART - II

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

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

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

AND

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.: IWAI/MD/233/2015-16) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for MANNING, OPERATION & MAINTENANCE OF Survey cum Inspection vessels on National Waterway No.-1 for three years and extendable on yearly basis on satisfactory performance for another two years.

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

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

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process 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 non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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

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

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

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

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

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

Article 3: Consequences of Breach

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

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

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from

exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

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

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract and for all other bidders, till the Contract has been awarded.

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

Article 7: Other Provisions

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

Article 8: LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:
Date :

(SECTION-III)

**FORMS OF BID & BANK GUARANTEE
AND COST SCHEDULE**

TENDER ACCEPTANCE LETTER

(Form of bid/ tender acceptance to be given on Company Letter head along with
Technical bid)

Date:

To,

Hydrographic Chief
Inland Waterways Authority of India,
A-13, Sector-I,
NOIDA – 201 301.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IWAI/MD/253/2016-17

Name of Tender / Work: Manning, Operation and Maintenance of IWAI survey cum
Inspection vessels in National Waterway No.1.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned
'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

6. Having examined the Bid Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Cost schedule for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy defects therein in conformity with the said bid documents.

7. We undertake, if our Bid is accepted, to commence the work immediately on receipt of the order to commence, and to complete Manning, Operation and Maintenance of IWAI survey cum Inspection vessels in National Waterway No.1 in the Contract within the period stated in the bid hereto.

8. Bid Security of Rs. in the form ofis enclosed herewith.

9. If after the tender is accepted, we fail to execute the contract deed within 15 days of the receipt of the order to do so, I / We agree that IWAI shall without prejudice to any terms and conditions of the tender, forfeit the Bid Security absolutely.

10. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee to be jointly and severally bound on us, in accordance with the Conditions of Contract.

11. We agree to abide by this Bid for the period of One Hundred and Twenty (120) days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any other person other than the person authorised by the Owner or use such information in any manner prejudicial to the safety and integrity of the works.

Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2017

Signature _____ in the capacity of _____ duly authorised ** with official seal

To sign Bid for and on behalf of _____
(In block capital letters)

Address : _____

Signature of Witness _____

Name of witness _____

Address of witness _____

** Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The Chairman,
Inland Waterways Authority of India,
A-13, Sector-I,
NOIDA – 201 301.

WHEREAS..... (name and address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of Contract No. Dated to execute..... (name of Contract and brief description of Works) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid beyond 60 days from the date of completion period of contract work as per contractual obligation satisfactory.

Signature and seal of the Guarantor.....

Name of the Bank

.....

Address.....

Date.....

In the presence of

1.....
(Name of Occupation)

2.....
(Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

AGREEMENTFORM
(For Contract Management of Survey cum
Inspection Vessels)

AGREEMENT BETWEEN
INLAND WATERWAYS AUTHORITY OF INDIA
AND
CONTRACTOR

This agreement made on this day of Two thousand sixteen between the Inland Water ways Authority of India, A-13, Sector-1, Noida 201301, U.P. (here in after called the "IWAI" which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and Contractor which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and as signs or successor in office on the other part.

WHEREAS IWAI is desirous of giving on contract management basis survey vessels initially for a period of three years and extend able on yearly basis upto a total maximum of five years on satisfactory performance in the identified stretch of National Waterway No.1 for deploying the same effectively for survey and other activity of National waterways.

WHEREAS THE CONTRACTOR has agreed to undertake on contract management basis the work of effectively deploying survey vessels and provide required manpower for manning, operation and maintenance of IWAI survey cum Inspection vessels 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:

- A. (a) The contract or shall under take on contract management basis the work of deploying survey vessels which includes manning, operation and maintenance initially for a period of three years and extendable on yearly basis another two years on satisfactory performance. The competent and experienced personnel will be engaged by the contractor on the survey cum Inspection vessels.
- (b) The contractor shall be responsible for salary, wages, medical benefits, insurance, travelling expenses and other statutory dues towards the men engaged by him for the above work.
- (c) IWAI shall pay monthly bills within 30 days of presenting the same by the Contractor based on vessel logbook, deployment/attendance of their manpower during previous month, duly signed by the supervising official of IWAI.

- (d) Accommodation for the personnel deployed on the survey vessels is provided on board.
- (e) Normal working hours shall be 8 hrs. per day for 6 days a week. The manpower supplied shall behaving closed holidays (Sunday and Gazetted).
- (f) The contract or shall provide the personnel with working uniforms, safety accessories like boots, helmets, bedding and winter clothing etc., and IWAI shall not be liable to supply any such items except statutory LSA/FFA on board vessels.
- (g) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
- (h) The personnel shall be deployed under over all control of the Contractor, who shall report to the Engineer- in-charge or his representative.
- (i) The contractor shall remove any person if he is found unsuitable by the Director/Supervisor of work and replace him with a suitable substitute within 10 days of written intimation in that regard by the Director.
- (j) Engagement on IWAI vessels shall not confer any right on any individual for preference in employment in IWAI or for his continuation in subsequent years.
- (k) For categories of personnel requiring competency certificates issued by appropriate authority the certificate shall be provided in original to the selection committee for each personnel offered by the Contractor.
- (l) No advance payment shall be admissible. Running account bill shall be payable monthly on submission of the bill by the party duly certified by the site in- charge. Payment shall be made by the respective regional Director of National Waterways. However, for any period of absence from duty, the amount shall be proportionately reduced (based on 30 days a month).
- (m) IWAI reserves the right to terminate the contract of contract management of the vessels any time before expiry of contract by issue of one month's written notice to the contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly if the contractor wants to with draw or fore close the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit.
- (n) Any loss incurred by IWAI due to the damage to the survey vessels which is solely attributable to the negligence of the contractor's personnel or causes which are under the control of the contractor will be deducted from the payment due to the contactor.

B. **Remuneration:** As per work order

C. **Arbitration:** As per tender Clause

D. Details of Correspondence and documents being part of this agreement.

a)

b)

In WITNESS where of the IWAI has caused----- ----- on its behalf to hereunto set his hand and the Contractor has hereunto set his hand and the Company has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

1)

2)

IWAI representative

And this deed was duly executed by Shri.....for
the Contractor above named in the presence of

Witnesses of Contractor

1)

Contractor representative

(SECTION IV)

GENERAL CONDITIONS OF CONTRACT

SECTION-IV GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work. (The EIC for each contract shall be mentioned in the work order).
- (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) **Chairperson:** means Chairperson of Inland Waterways Authority of India.
- (ix) **Chief Engineer:** means the Chief Engineer of the Authority.
- (x) **Director** means the Director of the Authority, as the case may be.
- (xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (xii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (xiii) **Sr. Hydrographic Surveyor** :mean Senior Hydrographic Surveyor of the Authority, as the case may be
- (xiv) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be

- (xv) **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.
- (xvi) **Day** : means a calendar day beginning and ending at mid-night.
- (xvii) **Week** : means seven consecutive calendar days
- (xviii) **Month** : means the one Calendar month.
- (xix) **Site** means the waterway and / or other places through which the works are to be executed.
- (xx) **Vessel** : Any inland vessel operating in the National Waterway including the dredging units of IWAI for carrying out the work.
- (xxi) **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.
- (xxii) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxiii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers.
- (xxiv) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2: INTERPRETATIONS

- 2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

CLAUSE – 3: SIGNING OF AGREEMENT & PERFORMANCE GUARANTEE

3.1 AGREEMENT:

The tenderer whose bid is accepted and work order placed, is required to enter into an agreement with IWAI in the prescribed format on a non-judicial stamp paper of Rs. 100 or above along with submission of security deposit as prescribed in the format.

The cost of the non-judicial stamp paper shall be borne by the tenderer.

- 3.2 The contractor shall be required to deposit an amount equal to 10% of the contract value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled

bank or State Bank of India in accordance with the form prescribed within 10 days of the issue of the work order.

- 3.3 Performance guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- 3.4 In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full and shall be absolutely at the disposal of the authority.

CLAUSE – 4: SECURITY DEPOSIT

- 4.1 A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as the earnest money will amount to security deposit of 5% of the contract value of work. Bank guarantee will not be accepted as security deposit.
- 4.2 The total security deposit shall remain with IWAI till the completion of the contract and handing over of the Survey cum Inspection Vessels back to IWAI or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.
- 4.3 No interest will be paid on security deposit.
- 4.4 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.
- 4.5 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor. Delay due to Force majeure as in the clause no. 23 will not be counted for forfeiture of SD.
- 4.6 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.

- 4.7 In case the contractor fails to commence the operation after handing over of the Survey launch to him or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWAI at its own discretion may encash the Bank Guarantee furnished as performance guarantee and /or recover the sum from his security deposit.

CLAUSE – 5: SUFFICIENCY OF TENDER

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

CLAUSE – 6: CONTRACT DOCUMENTS

- 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.
- 6.2 The Contractor shall be furnished free of charge certified true copy of the contract document.
- 6.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good condition and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

CLAUSE – 7: DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 In case of discrepancy between the Schedule of Quantities and prices, Specifications the following order of precedence shall be observed: -
- (a) Description in the Schedule of Quantities and Prices.
 - (b) Relevant Specifications and Special Conditions, if any.
- 7.2 The contractor shall study specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the correct intent and meaning of the specifications shall be final and binding.

- 7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to specifications or from any of his obligations under the contract.
- 7.4 If on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules:
- (a) In the event of error/discrepancy occurring in the rates written in figures and words, then the rate which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. When the rate quoted by the contractor in figures and words tally, but the amount is not worked out correctly, the rate quoted by the contractor will, unless or otherwise proved, be taken as correct.
 - (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.

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 watch and supervise the work performed by various category of crew deployed on board with respect to discharge of the intended duty, also check the performance of various engines and machineries, account of P.O.L., repairs & maintenance.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in- Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE – 9: ASSIGNMENT AND SUB-LETTING

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

CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS

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

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

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

CLAUSE – 12: COMMENCEMENT OF WORK

The contractor shall commence the work, supply the manpower at the respective sites/vessels within 15 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit. The contract will be effective from the day of handing over of the survey vessels after signing of the agreement. Any delay in handing over will not be counted for any penalty.

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

13.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner in strict conformity with the specifications laid down in the contract document or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.

13.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:

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

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

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

CLAUSE – 14: SETTING OUT THE WORKS

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

CLAUSE – 15: URGENT WORKS

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

CLAUSE – 16: DEVIATIONS, VARIATIONS AND EXTENT

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

CLAUSE - 17: CONTRACTOR'S SUPERVISION

17.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, a qualified and experienced Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall supervise the execution of the works with such additional assistance in each trade, as the work involved shall require and considered essential by the Engineer-in-Charge. Further the

directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.

- 17.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the charge of supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the work.

CLAUSE-18: INSTRUCTIONS AND NOTICE

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

CLAUSE -19: VESSELS INCLUDING ENGINES & MACHINERIES

- 19.1 The vessel required to be manned as specified for different stretches of the National Waterway shall be provided / handed over to the contractor by IWAI.
- 19.2 The contractor shall provide the required man power who shall operate and maintain the engines and machineries of different vessels for their proper functioning during the tenancy of the contract in accordance with terms and conditions, specifications of the contract and instructions of the Engineer-in-charge.

CLAUSE - 20: LAWS GOVERNING THE CONTRACT

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

CLAUSE - 21: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

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

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

CLAUSE - 22: FLOATING PERSONNEL

- 22.1 (a) The contractor shall provide personnel in required numbers for operation, maintenance & running repair of vessels to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) The minimum qualification and essential/ desirable experience for each crew to be deployed is given at Annexure -1.
- (c) If any foreigner is employed by the contractor on the work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued therefrom from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & IWAI shall not be liable in any event.
- (d) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held Class-I post under the IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the IWAI or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, the IWAI shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the IWAI on account of such termination without prejudice to the IWAI's right to proceed against such officer.
- 22.2 The contractor shall in respect of personnel employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 amended from time to time and Rules framed thereunder in regard to all matters provided therein.
- 22.3 The Contractor shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:
- i) Payment of Wages Act, 1936 (Amended)
 - ii) Minimum Wages Act, 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) The Industrial Employment (Standing orders) Act 1946 (Amended).
 - vii) The Industrial Disputes Act. 1947 (Amended)

- viii) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

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

- 22.4 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in- Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 22.5 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or on account of deduction made from the wages of the workers which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- 22.6 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Acts/Laws stipulated in Clause-25.4 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Acts/Laws/Rules mentioned in Sub-Clause 25.4 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under Sub-Clause 25.4 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 22.7 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.4 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling

materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

- 22.8 The Contractor shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 22.9 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all Personnel employed for performance of the Works and shall provide all facilities i.e. shirt, Pant, Pair of shoes, woolen clothes, boiler suit (for engine room crew) and rain coat / gloves etc. (for deck crew) in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 22.10 In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a 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.
- 22.11 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulations.
- 22.12 The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.
- 22.13 The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.
- 22.14 The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the

Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

CLAUSE – 23: FORCE MAJEURE

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

CLAUSE - 24: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 24.1 If the personnel supplied by the contractor injure any person or destroy or damage any item belonged to IWAI including the vessel on which they are deployed during the tenure of a contract, the contractor shall upon receipt of a notice in writing in that behalf from Engineer-in-charge make good the same at his cost.
- 24.2 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.

CLAUSE – 25: CONTRACTOR'S LIABILITY AND INSURANCE

- 25.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage by the personal supplied by the contractor. He shall be liable for any damage or loss that may happen to the vessel, engines, machineries, Equipment and Material which shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

- 25.2 Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- 25.3 Provided, however, in an eventuality as mentioned in sub-clause - 25.2 above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
 - (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- 25.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 25.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operation of vessels during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 25.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
 - ii) Property liability limits for each accident not less than Rs. 1,00,000/-
 - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till legacy of the contract.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors

(if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.

- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

CLAUSE – 26: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge (with the prior approval of competent authority mentioned in scheduled 'B') 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 – 27: 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– 28: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR

28.1 If the contractor

- (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; **or**

- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; **or**
 - (iii) Fails to complete the work (s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- 28.2 The Engineer-in-Charge without invoking action under clause 37 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:
- (a) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.
- 28.3 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IWAI because of action under this clause shall not exceed 10% of the contract value of the work.
- 28.4 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same number and at the same rate as if it had been carried out by the original contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IWAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
- 28.5 Any excess expenditure incurred or to be incurred by IWAI in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by IWAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IWAI in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 28.6 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to recover the same in accordance with the provisions of the contract.
- 28.7 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE - 29: COMPLETION TIME AND EXTENSIONS

- 29.1 The Engineer-in-Charge will make available to the contractor the required vessel to enable the contractor to commence & proceed with the execution of the work in accordance with agreed programme. If there is any delay in making available the

vessel the competent authority as specified in Schedule-‘B’ on the recommendations of the Engineer-in-Charge shall grant reasonable extension of time for commencement of work. But the contractor shall not claim any compensation whatsoever on this account.

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

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

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

then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

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

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

29.5 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Competent Authority mentioned in Scheduled ‘B’ may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.

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

CLAUSE – 30: LIQUIDATED DAMAGES FOR DELAY

30. 1 The Engineer in-charge or his representative will allocate the next duties to be performed utilizing the survey launch.

If the contractor fails to perform the duties on account of shortage of manpower in vessel or repair of vessel(s) or lack of fuel, consumables etc. or fails to fulfill any other obligations to be performed under this contract within the time period given by E-I-C and thereby cause delay in the progress of work, then in such an event, the contractor shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below:

- (i) Liquidated damages for delay of work for the first seven days will be @ 10% per month delay to be computed on per day basis and calculated on the fixed monthly emoluments to be paid on manning, minor repairs and consumable charges for one month for the particular survey launch. This will be applicable for maximum six occasions per vessel per year. Beyond six occasion L.D. as in sab clause 30.1 (ii) will be applicable.
- (ii) Delay beyond seven days for any particular survey launch, the liquidated damages for delay will be @ 1.5% per month of the delay to be computed on per day basis and calculated on the contract amount.

Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the contract value of work.

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

In case of contracts having tendered amount less than 10 crores, if the work remains incomplete after the stipulated date of completion, the Engineer-in-charge may withhold 10% of the contract value of the work from the running payments of the contractor pending final decision of the competent authority on the extension of time case. If the competent authority decides to grant extension of time without levy of liquidated damages or levy part of the total liquidated damages specified above then the balance withheld amount after adjusting the amount of the liquidated damages levied by the competent authority will be refunded to the contractor.

CLAUSE – 31: WHEN THE CONTRACT CAN BE DETERMINED

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the work by the date for

completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

- (iii) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (iv) If the contractor shall offer or give or agree to give to any person in IWAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.
- (v) If the contractor shall enter into a contract with IWAI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vi) If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (vii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (viii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (ix) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

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

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his

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

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE – 32: INSPECTION

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

CLAUSE – 33: PAYMENT ON ACCOUNT

- 33.1 Bill shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the entries in Deck & Engine log books (copies of which shall be attached with the bills).
- 33.2 Payment for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled for the work executed, after deducting therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 33.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 33.4 Payments due to the contractor shall be made by electronic bank transfer / RTGS to the particular bank account details furnished by the bidder along with tender by the Engineer-in-Charge or his authorized representative.

CLAUSE – 34: TAXES, DUTIES AND LEVIES ETC.

- 34.1 The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, or any/GST other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities on all materials that the contractor has to purchase for the performance of the contract and services shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard.

P.F, Insurance Premium etc. to be paid by the contractor and deposited with the appropriate Authority. Proof of such payment shall have to be attached with the bill of

successive month. Regarding service tax may be quoted separately in BOQ and the same will be reimbursed on submission proof of payment.

CLAUSE-35: TAX DEDUCTION AT SOURCE

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

CLAUSE – 36: 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 of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 37: OVER PAYMENTS AND UNDER PAYMENTS

- 37.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.
- 37.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 40 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 37.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 37.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 37.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other

contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 40 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE – 38: FINALITY CLAUSE

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

CLAUSE – 39: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS 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 - 40: SETTLEMENT OF DISPUTES & ARBITRATION.

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

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.
- (ii) If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the

contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator on prescribed proforma as per Appendix V, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

40.3 Further, within thirty (30) days of receipt of such notice from either party, the Engineer-in-Charge of work at the time of such dispute shall send to the Contractor a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel 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.

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

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

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

40.7 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days 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.

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

40.9 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.

40.10 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.

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.

40.11 Jurisdiction & Venue

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.

CLAUSE - 41: CLAIMS

- 41.1 The contractor shall send to the Engineer-in-Charge once in every month on account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself entitled and of all extra work or additional work ordered in writing and which has been executed during preceding month.
- 41.2 No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.
- 41.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

CLAUSE 42: INTEREST

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

CLAUSE – 43: 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 person(s) employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

CLAUSE– 44: TERMINATION OF CONTRACT IN FULL OR IN PART

44.1 If the contractor

- i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- iii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.
- iv) IWAI reserve the right to terminate the contract any time before expiry by issue of one month's written notice to the contractor. For such foreclosure no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to such foreclosure of the contract by the contractor will be deducted from the performance security and from any balance amount payable to the contractor from this contract or any other contract.

44.2 Risk & Cost

- (i) The Engineer-in-Charge shall, on such termination of the contract, have powers to complete the incomplete work or part of the same and if the expenses incurred or to be incurred by the Authority for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited / to be credited to the contractor, the difference shall be paid by the contractor to the Authority. 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.
- (ii) Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the Owner from the Contractor, shall be decided by the Chairman.

CLAUSE -45: BANNED OR DELISTED FIRMS:

The bid from any tenderer who has been banned or delisted by any State Govt./ Central Govt. or quasi Govt. Agency or Public Sector undertaking shall be rejected as non-responsive. Therefore, bidders are required to give a declaration whether they have been banned or delisted by any State Govt./ Central Govt. or quasi Govt. Agency or Public Sector undertaking.

If no declaration is given the bid shall also be rejected as non-responsive.

Minimum qualification and essential/ desirable experience of crew

S. No.	Name & No. of posts	Qualification & Experience
1.	Master 2 nd	Certificate of Competency as Master 2 nd Class obtained from M.M.D/ respective State department with min.2 year experience. Should know swimming
2.	Driver 1 st Class	Certificate of competency as Driver 1 st Class obtained from M.M.D/ respective State department with min.2 year experience. Should know swimming.
3.	Greaser	Three year experience as a Lasker / Navy vessels / Merchant Ship / in Inland Vessels. Should know swimming
4.	Lascar	Three year experience in Inland Vessels/ Navy vessels /Merchant Ship as Lasker/ lascar`s certificate obtained from M.M.D/NINI/ respective State department should know swimming
5.	Cook	Three year experience in Inland Vessels/ Navy vessels /Merchant Ship as Cook. Should know swimming

SCHEDULES

SCHEDULE 'A' : Salient Features of the work.

Name of Work: Manning, Operation and Maintenance (on O&M contract basis of survey cum Inspection vessels of NW-1 .

- Estimated cost of work** : **Rs. 585.80 lakh**
- (a) Earnest Money** : **Rs. 11.716 lakh**
- (b) Performance Guarantee & Security Deposit** : **10% of contract value each.**

SCHEDULE 'B': General Rules & Directions with reference to General Conditions of Contract: -

- (i). Officer inviting tender: - Hydrographic Chief**
- (ii). Tender Accepting Authority: - Chairperson, IWAI**
- (iii). Time allowed for submission of Performance Guarantee as per clause 3 of GCC from the date of issue of letter of acceptance:- 10 days**
- (iv) Specifications to be followed:- As per the Scope of Work and Special Conditions of Contract**

Competent authority of grant extension of time under clause 29:-

- (v) Competent authority of grant extension of time under clause 29:-**
- (a) Member (Technical), IWAI (if the amount of contract is upto 100 lakhs).
- (b) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
- (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).
- (vi) Competent authority to levy liquidated damages for delay under clause 30:-**
- (a) Member (Technical), IWAI (if the amount of contract is upto 100 lakhs).
- (b) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
- (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).
- (vii) Competent authority to determine the contract as per clause 31:-**
- (a) Engineer in Charge with the prior approval.
- (b) Member Technical), IWAI (if the amount of contract is upto 100 lakhs).

- (c) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
- (d) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

viii) Competent authority for foreclosure of contract in full or in part due to abandonment or reduction in scope of work as per clause 26:-

Engineer-in-Charge with the prior approval of

- (a) Member Technical, IWAI (if the amount of contract is upto 100 lakhs).
- (b) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
- (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

(SECTION – V)

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

SECTION-V SCOPE OF WORK & SPECIAL CONDITION OF CONTRACT

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CLAUSE-23	: SPECIAL CONDITIONS

1. SCOPE OF WORK:

I. To man, maintain & operate survey cum Inspection vessels:

Survey cum Inspection vessels shall be used for survey and inspection in various stretches of National Waterway No. 1 for issuing river notices indicating the availability of LAD for safe navigation of vessels. In addition these vessels will also be used for carrying out detailed survey on shoals to ascertain the requirement of dredging/bandalling etc. or any other work assigned by IWAI.

The contractor has to man, maintain and operate the survey cum Inspection launches as per direction of authorized officer of IWAI. He will be responsible for general maintenance, survey and running repairs of vessels. The contractor is required to deploy the survey cum Inspection launches for carrying out the desired functions. The contractor will also be responsible for carrying out timely repairs including major repairs and dry docking repairs of the survey cum Inspection launches.

The details of survey cum Inspection launches to be deployed in different Directorate are indicated below. IWAI reserves the right to change any particular Survey Launch among different stretches of the waterway.

(Kolkata R/o) - National Waterway No.1 (Haldia to Rajmahal & Sunderbans) **-SL Jahnavi**

(Patna R/o) - National Waterway No.1 (Rajmahal to Allahabad) **-SL Ganga**

Technical details of the survey cum inspection vessels are given below:-

Particulars	Technical Details
Dimension	28.88 m x 7.50 m x 2.80 m, draft 1.50 m
Speed	9 Knots
Main Engines	270 H.P. (2 nos.)
Aux. Eng.-I	64 H.P.
Aux. Eng.-II	20 H.P.
Year of built	2016-17
Hull material	Steel
Registration	IWT Directorate, Govt. of West Bengal.

2. DURATION:

This contract is initially for a period of three years and on satisfactory performance extendable on yearly basis up to a total maximum period of five years. The contract will come into force on signing of the agreement. The period of three years will be from the date of handing over and taking over of the survey launches.

3. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:

3.1 MANNING – The contractor has to ensure for operating the survey launches by qualified/trained, competency certificate holders, personnel with adequate experience in the relevant field for Masters, Drivers, as per the statutory requirement and Greasers, lascars and cook as per operational requirement of Inland Vessels Act, 1917 (1 of 1917) and nature of work. The qualification and experience required for each category of personnel are given in Annexure-I.

Operating Personnel: The survey launches are to be manned for operation with the crew and personnel as given in the bid schedules.

All the Crew particularly Master, Driver shall have valid certificates of competency issued by the Statutory Body, such as: State IWT Directorate, State Maritime Board and MMD as the case may be. The NINI trained Greasers, Lascars with adequate experience of minimum five years from reputed operators are to be deployed. The selection of personnel should be made by giving preference to persons who have already worked with IWAI in various capacities, got training in NINI the institution run by IWAI as well as Ex-Serviceman having adequate experience in appropriate field. **Fresh candidates without any training and experience should not be supplied as they will not be acceptable to IWAI. The contractor shall comply with the provision of Statutory Authority applicable in relation to execution of works.**

When the vessel is berthed or moored the safety of the vessel is also to be ensured by the Crew.

The Crew member shall be in uniform while on duty. Food & other facilities as per labour and Marine Law for the Crew shall be arranged by the Contractor.

The contractual charges are inclusive of all the expenses connected to manning and other contractual obligations.

3.2 **STATUS OF ENGAGEMENT:**

The work of manning, operation & maintenance of survey cum Inspection vessels i.e. contract management of vessels is outsourced completely and no individual operating the vessel will have any claim for absorption in IWAI on a regular basis for having been engaged for a specific period. On completion of contract the vessel will be handed over to IWAI without any crew or encumbrance.

3.3 **TRAINING TO GENERAL PURPOSE RATING OF NINI AS APPRENTICES:**

The contractor is to provide required apprenticeship training to the General Purpose ratings passed out of NINI and posted on board the survey launches by IWAI. While the necessary stipend shall be paid and monitoring shall be made by NINI, the Contractor may ensure effective on-board training to the candidates under the guidance and supervision of NINI.

4. **MINIMUM CONSOLIDATED EMOLUMENTS INCLUDING STATUTORY ALLOWANCES:**

The tenderer has to ensure that the wages are as per minimum wages Act and as prevailing in the marine sector depending on their qualification, competency etc. All the statutory allowances such as PF, ESI, Bonus, Group Insurance are to be provided to each staff as prevailing and accordingly tenderer has to ensure for opening their deposit with the concerned organization as per the procedure in this regard.

The tenderer while submitting the bid has to disclose the monthly minimum and consolidated wages as well as the statutory allowances that are to be paid to each category of personnel along with his percentage of profit and overhead and administrative expenditure. Once declared/disclosed same is to

be maintained with the provision for showing the valid documentary evidence as and when demanded by E.I.C. Hence effort to be made for payments to the personnel through scheduled/commercial bank accounts having valid bank account number.

5. SERVICE TAX:

The tenderer while quoting for the rate based on the above, may quote the service tax as applicable separately and the service tax shall be reimbursed on production of the original receipt/documents on the submission of the same by the contractor. The reimbursement will be within the quoted/awarded amount.

6. HANDING OVER OF VESSELS:

6.1 Handing Over & Taking Over Note:

The Survey cum Inspection vessels will be formally handed over to the contractor on signing of the Agreement. The contractor shall be responsible for safety and working readiness of the vessels and their parts & fittings till such time when the vessels are handed back to IWAI. IWAI's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility. One detail handing over and taking over note of the vessels to be prepared and signed by the tenderer and EIC. The handing over and taking over note shall include the machinery details fitted on board, condition of hull, detail inventory including deck outfit, tools and spare parts. On expiry of the contract period or termination or otherwise, the vessels shall be returned to IWAI as per the handing over and taking over note except the consumables which have been consumed over the contract period. The condition of the hull and machinery are to be checked and ensured that no substantial damages have been sustained while returning the vessels to IWAI. In case substantial damage to the hull, machineries & disparity on the equipment, inventory etc. are observed, the compensation for the same to be deducted from the pending bill or security deposit.

Notwithstanding anything contained in the tender documents including this agreement, the contractor shall not remove the vessels from the site specified by IWAI without prior written approval of Authorized Officer of IWAI. All movements of vessels that the contractor processes to make shall be with the prior notice to and after obtaining prior written consent of IWAI.

Property in the vessels shall be handed over to the contractor by IWAI at the time when the possession of such vessels is given to the contractor and the same shall be returned while taking over of the vessels by IWAI.

Third party inspection to be done by M/s IRS along with IWAI and contractor's representatives before handing over the vessels.

6.2 General Upkeep & Maintenance:

General upkeep, maintenance of the vessels will be contractor's responsibility. This includes normal routine maintenance and cleanliness of the vessels, proper mooring and berthing, minor repair work so as to keep the vessel ready and fit for operation. The nature of repairs will be assessed as minor or major depending on the criteria fixed for that purpose EIC or his representative may inspect the vessel without any prior notice in

this regard. Accordingly, the log book/ repair & maintenance of vessels etc. shall have to be maintained as per marine practice/ guide line and statutory requirement i.e.

- (1) Maintenance of log book:- The log book of vessels are to be in the name of owner i.e IWAI with the indication of the name of contractor.
- (2) Log book must have the details for each day with regard to opening balance of fuel/ lubricating oil/ grease etc. receiving of fuel/ lubricating oil/ grease etc., consumption of fuel/ lubricating oil/ grease etc. for individual engine/machineries, cumulative total consumption of fuel / lubricating oil/ grease etc. and closing balance of fuel/ lubricating oil/ grease etc.
- (3) Starting/ stopping hrs. of individual engine/machinery, total running hrs. of individual engine/ machinery . Break down hrs., idle hrs./ stand by hrs.
- (4) Opening and closing of the sounding for fuel/ lubricating oil.
- (5) Opening and closing of the sounding for ballast, fresh water etc. available on board,
- (6) Opening balance / consumption/closing balance of ballast / fresh water etc. on board.
- (7) Draft of vessels in the morning before start and after completion of operation.
- (8) Detail of sick/ leave/ absent of officers/ crews of vessels.
- (9) Weather condition.
- (10) Details of the major/ minor repair works as well as maintenance works carried out for each vessel also to be recorded in the log book on completion of each repair/ maintenance work.
- (11) Maintain of the history book of the repair & maintenance work during the period of the contract by contractor or IWAI.

Repair and maintenance of vessels must be attended as per marine practice/ guidelines/statutory requirement and maintenance schedule of the manufacturer of machineries, equipment etc. Separately, a maintenance schedule for the machineries of each vessel to be prepared and maintained and made available for inspection to EIC or his representative. One separate case history for each vessel on the repair & maintenance works as carried out must also be prepared and maintained from the date of taking over of the vessel.

The inventory list for all the deck & Engine items, spares, stores, accommodation including galley etc. to be prepared and maintained along with necessary updating at regular interval after necessary inspection and validation by the EIC or his representative.

The fuel and lub oil during the bunkering shall be tested from the approved test laboratory or from oil supplying companies with regard to quality, type, viscosity, density etc. and same to be attached with the running charges bill for payment.

7. REPAIR & MAINTENANCE:

All repairs including replacement of spare parts whose aggregate cost do not exceed Rs. 50,000/- per month per vessel shall be deemed as minor repairs. However where cost of a single item to be replaced exceed Rs.25,000/- then that shall not be considered as a minor repair. The log book, or case history in this regard to be maintained and same shall be verified by EIC or his representative.

The cost of statutory dry docking and annual repair periodical repair will be reimbursed by IWAI provided such repairs are carried out with prior permission and sanction to the estimate from the authorized officer within duration of lay off approved by him.

8. CONSUMABLES AND STORES:

All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, distilled water etc. will have to be provided by the contractor.

9. FUEL AND LUBRICANTS:

Fuel (HSD) and lubricants of standard quality for Main Engine, Auxiliary Engine, Generator Engine, Gear Box and Hydraulic Oil etc. shall be arranged to be taken/stored on board at regular intervals by the contractor. The replenishments shall be so arranged that it does not affect the normal operation of the vessels. Only the appropriate grade/quality of fuel and lubricants shall be used. All costs of fuel, lubricants and consumables are to be borne by the contractor. IWAI at its discretion may send the sample of POL for testing. All costs of POL, consumable and laboratory fees for POL testing are to be borne by the contractor. The log book and details of POL supplied, etc. are to be maintained for verification. One separate statement (preferably computerized) shall be submitted every month on the details of POL supplied, consumed, balance along with other details on repair and maintenance along with monthly R.A. bill.

The contractor shall purchase the fuel for the survey cum Inspection launches from the authorized dealers / retailers of the public sector oil companies i.e. IOC, BPCL, HPCL etc. Each supply shall be measured and supplied on the survey cum Inspection launch. The quantity supplied on each occasion shall be recorded on the log books maintained for each survey launch.

10. PRICE VARIATION OF POL:

The price variation on account of POL will be applicable as follows:

The amount payable for the running charges will be subjected to adjustment of variation of prices of High Speed Diesel (HSD) Oil only. The adjustment will be made according to the formula given below:

$$V = \frac{(P - P_0) \times R \times Q}{P_0}$$

Where,

V= Variation and price on account of diesel during the month under consideration.

P₀= Price of diesel at the project area at the time of opening of tender.

P= Price of diesel for the month under consideration.

Q= Diesel element factor in the unit rate and taken as 0.5.

R= Value or amount of the running charges for engines to be paid for actual hours run during that month and multiplied by the rates quoted (per hour per engine) by bidder.

11. **OPERATION:**

The vessels shall be under the operational control of Director, IWAI, Kolkata & Patna in NW-1 and contractor shall be bound to carry out all legal and feasible operation ordered by the concerned field Director of IWAI or his authorized officer.

The vessels may have to ply in the river and estuary at any time during day or night within the permissible plying limits.

The vessels shall be made ready for operation within 1 hour of receiving appropriate order from the authorized officer. The survey cum Inspection launches may be shifted from one Regional office to another in a waterway or from one waterway to another at the sole discretion of IWAI.

12. **OPERATIONAL MODE AND CHARGES:**

Normal operating Hours for the vessels shall be from 06.00 hrs. to 18.00 hrs. of the day. Normal operating 8 hours for the vessels shall be during 06.00 hrs to 18.00 hours of the days. In case the vessel is operating beyond 8 hrs on a working day maximum of two hours over time will be considered. In case the vessel is operated on holidays payment shall be payable as per actual hours. The rate of over time payable is as indicated below.

- i. For all category on working days @ Rs. 15.85 per hours
- ii. For all category on holiday @ Rs. 21.15 hours and maximum 8 hrs. a day.
- iii. The total OTA is admissible for maximum 40 hrs. in a month.

The operational period for calculation of charges due to the contractor and other purposes will be counted as follows in three modes.

- A) **IN OPERATION MODE:** The vessels shall be deemed to be in operation from the point of time the main engines are started till such time the main engines are stopped.
- B) **ON STAND BY MODE:** The vessels shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready & fit for operation with sufficient Crew, fuel and stores on board whereby the officer can order the master to commence operation at 1 hour notice.
- C) **IDLE TIME:** When the contractor is unable to make available the vessel on 'standby' mode for at least twelve hours in a day then the vessel shall be deemed to be idle for that day.

13. **ACCRUE OF CHARGE:**

The charges shall accrue to the contractor at the rates quoted by him & accepted by IWAI in the following manner.

- A) **DAILY CHARGE:** This charge shall be paid for every day the vessel is on 'standby' mode described above.

- B) HOURLY RATE:** The rate shall be paid over and above the daily rate for the period in which vessel is in 'operation' mode.
- C)** For idle time liquidated damages will be applicable.

14. CERTIFICATES, INSURANCE & SURVEY:

The contractor shall be responsible for obtaining valid statutory or any other certificates i.e. annual survey certificate & Insurance in accordance to the I.V. Act of 1917 or similar Act as necessary for plying the vessel within the limits prescribed.

If for this the vessels are to be Surveyed/Inspected by the concerned authorities and repaired as recommended all the Survey expenses for this purpose shall be borne by the contractor. All necessary Survey certificates are available with IWAI and copy of which will be handed over to the successful tenderer. It will be the duty of the contractor to keep all the certificates valid, updated as and when required. Present validity of survey certificates will be handed over to the successful tenderer. EIC or his representative shall have the access for verification from time to time.

15. INSURANCE:

For the purpose of insurance the cost of the vessel is to be taken as indicated below:

The insurance has to be done by the contractor in the following manner.

- (a) The vessel including hull and machinery.
- (b) Comprehensive insurance, including wreck removal.
- (c) Insurance for the Crew deployed by the Contractor.

The documentary proof of all the above three insurances will have to be submitted to IWAI by the Contractor prior to commencement of operation.

IWAI shall be the beneficiary of the first two policies (a) & (b) and shall reimburse the cost of yearly premium on production of original receipt/document and submission of the same by the contractor.

The third insurance i.e. for the Crew of the vessels shall be entirely the contractor's responsibility and the cost of the premium will have to be borne by the contractor. The cost is not to be quoted separately in the Price Bid.

16. LAW OF THE LAND:

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the Contractor at his own cost. IWAI shall be at liberty to deduct appropriate amount from the bills of the contractor in case the contractor fails to comply with the relevant rules, and regulations and the consequential damages which may have to be suffered by IWAI.

17. PAYMENT:

The contractor will be paid on monthly basis. He has to submit his bill/invoice for a month within 8th day of the next month along with the log book extract and bills of major repair if any duly certified by the authorized officer, the proof of the payment of emoluments as agreed from month to month basis. All the authentic and correct bills will be paid within 30 days from the date of submission. The billing shall be made by calculating the operation cost by taking the hourly rates and operating hours of the engines as entered in the log book and manning cost shall be based on rates quoted for each category of personnel present on board the vessel as per Attendance Register.

18. OWNERSHIP:

Handing over of the vessels for operation & maintenance does not imply any transfer of ownership. IWAI will remain the rightful owner of the vessels in all respects.

In case of any damage to any of IWAI's assets including the vessels due to improper handling/mishandling of the vessels by the contractor or his crew, then the same shall be repaired/renewed to pre-damage status by the contractor forthwith. In case such damages are not repaired/renewed by the contractor then concerned field Director or EIC shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor.

19. ESCALATION OF EMOLUMENTS:

Escalation of emoluments shall be 5% per annum during the extension period of contract after completion of the initial three years.

20. ESCALATION ON REPAIR & MAINTENANCE IF ANY :

The repair and maintenance cost in case of major repairs will be reimbursed at actual. For minor repairs the 5% escalation per annum will be applicable during extension period of the contract after completion of the initial three years.

21. PAYMENT TERMS DURING MAJOR REPAIR AND DRY DOCKING:

As per the recommendation of the IWT Surveyor, the vessels are thoroughly checked for major repair under dry docking condition by another agency every 4 (four) years. Where the major repair and dry docking exceeds more than 14 days, the charges for only manning shall be paid @ 2/3 of the quoted offer (calculated on pro-rata basis) for the days under question starting from the first day but excluding the date of journey and date of return of the vessels. No payment will be made for maintenance cost during the period of dry docking and major repair, done by the other agency.

22. SPECIAL CONDITIONS

22.1 The contractor shall always keep the vessel ready in stand by condition ie ready for operation within 1 hour, for any operation by IWAI. The vessel should have sufficient quantity of fuel HSD, lub oil and other consumables for the next voyage or duties to be performed at the time of sailing of the vessel and be recorded on the engine log book of the vessel which have to be checked and got certified from the survey officer/technical officer of IWAI prior to undertaking the voyage. For bunkering and other purposes the contractor shall be allowed a maximum of 12 hours' time from the date of receipt of sailing order by the master of the vessel. In case the vessels do not sail within 12hrs of the date of receipt of sailing order by the master of the vessel, who shall be deemed to be

the operational representative of the contractor for the particular survey vessel, liquidated damages as in clause 30 of GCC will be applicable.

- 22.2. In case the contractor does not fulfill their obligations under the contract including but not limited to non-payment of wages to crew on time, non-rectification of minor defects within reasonable time indicated by EIC, non-completion of major repairs, scheduled annual or dry-docking repairs within the time allowed by EIC while conveying approval for such repairs, liquidated damages as in clause 30 of GCC will be applicable.
- 22.3 The contractors have to ensure that the wages/salary payable by him is paid on time every month. The proof of payment of statutory deductions like EPF & ESI with appropriate authorities may be submitted along with monthly R.A. bill.
- 22.4 The contractor on every month shall submit a list of inventories supplied by him towards day to day maintenance of the vessel and the same shall be used by the crew members for keeping the vessel under tip top condition.
- 22.5 The contractor shall ensure that the vessel is well painted and kept clean. For ensuring good condition he shall ensure that every month atleast 2 litres of primer, 1 litres of synthetic enamel paint of the different colour (as per the vessel painting colour scheme) is available on board and entered in the deck log book.

BOQ 2 - to be uploaded along with financial bid in pdf format

Price Schedule (A)

Price breakup for one vessel for schedule A (Kolkata R/o) -National Waterway No.1

SL Jahnvi

I. Manning Charges:

Sl. No.	Category of Personnel	No. of Persons Req.	Bidders Price per month (in Rs.)	Bidders Price for 36 months (in Rs.)
(1)	(2)	(3)	(5)	(6)
1.	Master 2 nd Class	01		
2.	Driver 1 st Class	01		
3.	Greaser	01		
4.	Laskar	01		
5.	Cook	01		
6.	TOTAL			

II. Running Charges for Engine Including all Expenses:

Sl. No.	Name of Vessel	Name of Engine	No. of hours run in 3 year	Bidder price per hr. per engine (in Rs.)	No. of engine	Total price for 3 engines for 3 years
1.	SL Jahnvi	Main Engine (P), 270 HP	5160		01	
		Main Engine (S), 270 HP	5160		01	
		Auxiliary Engine-I, 64 HP	5160		01	
		Auxiliary Engine-II, 20 HP	4320		01	
Total Running charge for 3 years for one Vessel						

III. Running repair & maintenance charge: (vessel is under one year guarantee period)

S.No.	Name of Vessel	Bidder price per vessel per month (in Rs.)	Bidder price for per vessel for 36 months (in Rs.)
1.	SL Jahnvi		

IV. Consumable & stores

S.No.	Name of Vessel	Bidder price per vessel per month (in Rs.)	Bidder price for per vessel for 36 months (in Rs.)
1.	SL Jahnvi		

BOQ 2 - to be uploaded along with financial bid in pdf format

Price Schedule (B)

Price breakup for one vessel for schedule B (Patna R/o) -National Waterway No.1

SL Ganga

I. Manning Charges:

Sl. No.	Category of Personnel	No. of Persons Req.	Bidders Price per month (in Rs.)	Bidders Price for 36 months (in Rs.)
(1)	(2)	(3)	(5)	(6)
1.	Master 2 nd Class	01		
2.	Driver 1 st Class	01		
3.	Greaser	01		
4.	Laskar	01		
5.	Cook	01		
6.	TOTAL			

II. Running Charges for Engine Including all Expenses:

Sl. No.	Name of Vessel	Name of Engine	No. of hours run in 3 year	Bidder price per hr. per engine (in Rs.)	No. of engine	Total price for 3 engines for 3 years
1.	SL Ganga	Main Engine (P), 270 HP	5160		01	
		Main Engine (S), 270 HP	5160		01	
		Auxiliary Engine-I, 64 HP	5160		01	
		Auxiliary Engine-II, 20 HP	4320		01	
Total Running charge for 3 years for one Vessel						

III. Running repair & maintenance charge: (vessel is under one year guarantee period)

S.No.	Name of Vessel	Bidder price per vessel per month (in Rs.)	Bidder price for one+ vessel for 36 months (in Rs.)
1.	SL Ganga		

IV. Consumable & stores

S.No.	Name of Vessel	Bidder price per vessel per month (in Rs.)	Bidder price for one vessel for 36 months (in Rs.)
1.	SL Ganga		