

**TENDER FOR REPAIRING OF APPROACH TO
GANGWAY AT IWAI BISN TERMINAL, KOLKATA
ON NATIONAL WATERWAYS NO-1.**



**भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA**

(पोत परिवहन, सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
(MINISTRY OF SHIPPING , ROAD TRANSPORT & HIGHWAYS, Govt. OF INDIA)
पी-78, गार्डनरीच रोड कोलकाता-700043

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TENDER FOR REPAIRING OF APPROACH TO GANGWAY AT IWAI
BISN TERMINAL, KOLKATA
ON NATIONAL WATERWAYS NO-1.

Tender Document Issued To :-

DIRECTOR ,I.W.A.I., KOLKATA

भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA

पोत परिवहन, मंत्रालय, भारत सरकार

(Ministry of Shipping, GOVT. OF INDIA)

Regional Office - P-78, Garden Reach Road, Kolkata - 700 043.

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IWAI/KOL/TECH (211)/2010-11

August 27, 2011

**NOTICE INVITING TENDER FOR THE WORK “ REPAIRING OF
APPROACH TO GANGWAY AT BISN TERMINAL , KOLKATA ON NW – 1”**

Inland Waterways Authority of India (IWAI) invites sealed tenders from experienced bonafide contractors with supporting credential in two cover system (Cover-I Technical Bid and Cover-II Financial Bid) for the work “ Repairing of temporary approach to Gangway at BISN Terminal , Kolkata on NW – 1”.

Sl.No.	Description	Estimated Cost (In` Lakhs)	E.M.D (In `)
01.	Repairing of approach to Gangway at BISN Terminal , Kolkata on NW – 1	02.00	4000/-

- Interested bidders may obtain non-transferable tender document by submitting non-returnable demand draft of Rs. 500/- (Rupees five hundred only) in favour of “IWAI FUND” payable at Kolkata. Tender Documents will be available for sale from **29.08.2011 to 14.09.2011 between 1000 hours to 1700 hours (IST)** on any working day from the office of Director, IWAI, P-78, Garden Reach Road, Kolkata - 700 043(WB).
- The tender document can also be downloaded from the IWAI website “ www.iwai.nic.in” . Bidders submitting the down loaded version of tender document are required to submit Rs. 500/= (Rs. Five Hundred only) i.e. an amount equal to the cost of tender document along with the tender in the form of non refundable demand draft in favour of “ IWAI fund” payable at Kolkata at any nationalized/schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for the downloaded tenders.

3. Request for purchase of tender must be accompanied with documentary evidence of credentials viz. Experience of Civil/Mechanical/marine works/works with IWAI in National Waterways, performance certificate, complete plant and machineries, yearly turnover etc. The tender shall meet the following pre-qualification criteria.
 - a. The tenderer shall be registered in appropriate class with Central Public Works Department / MES / K.O.P.T / State PWD/Irrigation Department / work with IWAI and having experience in Civil/ Mech-Marine/ other R.C. Works.
 - b. The tenderer shall be income-tax payee and shall submit copies of PAN/valid income-tax clearance certificates along with request for tender document.
 - c. Documentary evidence on adequate financial and material resources including specialized equipment for the execution of above works.
 - i) Three similar works costing not less than 40% of the estimated cost.
 - ii) Two similar works costing not less than 50% of the estimated cost
 - iii) One similar works costing not less than 80% of the estimated cost
 - d. List of plants and equipments and Bio-data of important technical persons employed.
 - e. Latest certificates of solvency for Rs. 0.60 lakhs from Nationalized / Scheduled Bank.
 - f. Audited balance sheet for last 3 years with profit and loss account duly certified by Chartered Accountant (desirable).
4. The complete bid as per the tender documents should reach office of Director, Kolkata by 1500 hours on **15.09.2011** and will be opened on same day at 1530 hours.
5. Work may be extended for another two successive years at the same rate, terms and conditions after taking the willingness from the agency.

DIRECTOR

NIT FOR PUBLICATION IN NEWSPAPER

**INLAND WATERWAYS AUTHORITY
OF INDIA, KOLKATA-43**

**Tender for the work “ Repairing
of approach to Gangway at BISN
Terminal , Kolkata on NW – 1”**

Sealed tenders are invited from reputed contractors for the work “ **Repairing of approach to Gangway at BISN Terminal , Kolkata on NW – 1”**.

The details of NIT:- Estimated Cost Rs. 02.00 Lakhs & E.M.D – Rs. 4000/-. Date of Sale of Tenders is 29.08.2011 to 14.09.2011 Last date of submission of tender: 15.09.2011 up to 1500 hrs. Date of opening 15.09.2011 at 1530 hrs. For other terms & conditions please refer to IWAI website www.iwai.nic.in.

DIRECTOR

TENDER FORM

To

The Director
Inland Waterways Authority of India
P-78,Garden Reach Road
Kolkata-43.

I/We have read and examined the following tender documents relating to the “**Repairing of approach to Gangway at IWAI, BISN Terminal, Kolkata on National Waterway No. 1**”.

Notice Inviting Tender

Warranty

Information & Instruction for tenderers

General conditions of Contract

Technical and Special conditions for “**Repairing of approach to Gangway at IWAI, BISN Terminal, Kolkata on National Waterway No. 1**”

Schedule A

Contract agreement form.

Bank guarantee form

2. I/We hereby tender for execution of the works referred to in the documents mentioned in paragraph 1 above upon the terms & conditions contained or referred to in the aforesaid documents and in accordance with the specifications, designs, drawings and other details given therein and at the rates contained in Schedule ‘A’ and within the period (s) of completion of work and subject to such terms and conditions as stipulated in clause 34.
3. I/We agree to keep this tender open for acceptance for 90 days from the date of opening thereof and also agree not to make any modifications in its terms & conditions on our own accord.
4. A sum of Rs. 4,000/- (Rupees four Thousand only) is hereby forwarded in form of Demand Draft of a Nationalized /Schedule Bank as Earnest Money. I/We agree if I/We

fail to keep the validity of tender open, as aforesaid, or I/We make any modification in the terms & conditions of my/our tender on our own accord or I/We agree if I/We fail to keep the validity of tender open, as aforesaid, or I/We make any modification in the terms & conditions of my/our tender on our own accord and/or after the acceptance of our tender if I/We fail to commence the execution of the works as provided in the documents referred to in paragraph 1 above, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the Authority shall without prejudice to any other rights or remedy, be at liberty to forfeit said earnest money absolutely.

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

Signature along with seal of company

Seal:-

_____ (behalf of contractor.)

Name _____

(IN BLOCK LETTERS)

Designation: _____

Name of Company: _____

Address: _____

Witness:-

Signature: _____

Name: _____

Postal Address: _____

Telephone No.: _____

Fax No.: _____

Date: _____

Telephone No.: _____

Fax No: _____

Date: _____



WARRANTY FORM

8

WARRANTY FORM

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

DO HEREBY WARRANT THAT

1. The contractor is familiar with all requirements of the contract.
2. The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risks directly or indirectly, connected with the performance of the

contract.

5. The contractor has no collusion with other contractors, with any of the men of the Engineer-in-Charge or with any other person in the Authority to execute the said works according to the terms & conditions of the said contract.
6. The contract has not been influenced by any statement or promise of the Authority or Engineer In-Charge but only by the contract documents.
7. The contractor is financially solvent.
8. The Contractor is experienced and competent to perform the contract to satisfaction of the Engineer-in-Charge.
9. The statement submitted by the contractor is true.
10. The contractor is familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein or environment.

Date :

For and on behalf of the
Contractor

Signature _____

Name _____

Stamp. _____

PART - 1

INSTRUCTIONS FOR TENDERERS

अन्तर्देशीय जलमार्ग
प्रायजपा
INFORMATION AND

PART - 1

INFORMATION & INSTRUCTIONS FOR TENDERERS

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PART - 1

INFORMATION AND INSTRUCTIONS FOR TENDERERS

1. GENERAL

- 1.1 The details of work to be carried out and its scope are given in the “Technical Specifications” of these documents which also indicate a brief description of the work to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 1.2 The tenderers in their own interest, are also advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract:
- a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work;
 - b) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
 - c) Source of extent of availability of suitable materials including water and labour (skilled and unskilled) etc., required for work and Laws and Regulations governing their use and employment.
 - d) Geological, meteorological, topographical, hydrological, morphological and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work.
 - e) The type of equipment and facilities needed, preliminary to / for and in the performance of the work and;
 - f) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

- 1.3 The tenderers shall note that information, if any in regard to the work site and local conditions as contained in these tender documents except for the material agreed to be supplied by the Authority, has been given merely to assist the tenderers and is not warranted to be completed.
- 1.4 The tenderers shall note and bear in mind that the Authority shall bear no responsibility for the lack of acquaintance with site condition, system etc. or any information relating There to, on their part. The consequence of the lack of any knowledge aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority.
- 1.5 The tender shall be submitted in the prescribed form and the same shall be signed in all pages and in all copies properly as laid down hereunder.
- a. If the tender is submitted by an individual or a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - b. If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address(s), or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tenders.
 - c. If the tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
 - d. If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with tender.
 - e. All witness and sureties shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.

- f. The tenderer or tenderers who himself / themselves has / have tendered for the same works shall not be a witness. Failure to observe this condition shall render invalid and liable to rejection.

1.5 For furnishing information regarding the tenderers experience and financial capabilities Annexure-1.1 provided with the tender document shall be used. Incomplete or false

information if any provided by the tenderers in Annexure shall be liable to rejection of the tender and forfeiture of E.M.D..

- a) The details of construction equipments and machinery available to be furnished in Annexure 1.2(a) to (f).
- b) Bio data of technical and supervisory personnel to be deployed for this work (the contractor shall note that any change in the personnel proposed shall be permitted only in case the Authority approves the alternative personnel proposed by the contractor).
- c) Relevant information on the capacity, financial resources and experience about the tenderer.

1.7 a) Earnest money Deposit of Rs. 4,000/- lakhs (Rupees four thousand only) must accompany the tender. The deposit shall be in favour of “Inland Waterways Authority of India, Fund (IWAI fund)” in the shape of demand draft on any Nationalized Bank or Scheduled Bank of India, Payable at Kolkata.

- b) Tenders not accompanied by Earnest Money (EMD) deposit shall be rejected. If during the tender validity period the tenderer withdraws his tender the earnest money deposit shall be forfeited.
- c) The Earnest Money Deposit shall be refunded to the unsuccessful tenderers within one month after the date of award of the work to the successful tenderer.
- d) Interest shall not be paid on Earnest Money Deposit (EMD).
- e) In the case of a successful tenderer, the EMD shall be forfeited on the following grounds:--
 - a) If the tenderer fails to sign the contract in accordance with clause 3 of General Conditions of contract on receipt of award of work.
 - or**
 - b) If the tenderer fails to furnish the security deposit in accordance with clause 3 of General Conditions of contract.

1.8. The rates shall be written both in words and in figures. Tenderer shall also show the total of each item, the total of each schedule and the grand total of whole contract. Crossing

out, initializing, dating and rewriting, if any, shall make corrections. In case of conflict between the figures and words in the rates, the later shall prevail.

- 1.9 The Authority shall have the right of rejecting all or any of the tenders and shall not be bound to accept the lowest or any tender or to give any reasons for their decision.
- 1.10 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of tenderers who may be present at the time. If any of the tenderer or his agent is not present at the time of opening of the tender, the TEC shall on opening of the tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over his signature. Such a list shall then be binding on the absentee tenderer.
- 1.11 The tenderers shall not be entitled during the period of validity of their offer without the written consent of the Authority to revoke or withdraw their tenders or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.
- 1.12 The “Notice Inviting Tender” and this “Information and Instruction for tenderers” shall form part of the Tender Documents.

1.13 **Banned or De-listed Contractors.**

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

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

2. **ELIGIBILITY**

- 2.1 The party shall have the experience executing similar jobs in any reputed private or Govt. organizations in India or abroad.
- 2.2 The firms must submit details of relevant experience in the format enclosed which will form the basis for acceptance of their bids.(ref. Annexure 1)

3. **BIDDING PROCEDURE**

- 3.1 Bids shall be submitted in sealed two cover system i.e. (Cover - I: Technical Bid and Cover - II: Financial Bid).
- 3.2 The following documents/ details shall be submitted along with technical bid (Cover - I) :

- a) Details of the construction machinery proposed to be deployed with valid registration certificates issued by the competent authority (Ref : Annexure 1.2) along with ownership/leasing documents.
 - b) Details of work experience in similar jobs.
 - c) Details of manpower to be deployed
 - d) Bank draft for EMD
 - e) Latest Income Tax Clearance Certificate
 - f) Solvency Certificate from Bank.
 - g) Original tender documents duly signed in all pages.
- 3.3 NO SPECIAL CONDITIONS OR ANY OTHER STATEMENT OTHER THAN PRICES SHALL BE ENCLOSED IN PRICE BID, (Schedule – B). This will constitute Financial Bid (Cover - II).
- 3.4 The address of tendering firm, name of tenderer should also be written / typed clearly on each envelope (both on Cover - I & Cover - II).
- 3.5 Duly filled and signed Technical Bid(Cover-I) and Financial Bid(Cover - II) shall be placed in a sealed subscribed NO.-I “Technical Bid for “ Repairing of temporary approach gangway at IWAI BISN Terminal at Kolkata NW-1.” and No.II “Financial Bid for “ Repairing of approach to Gangway at IWAI BISN Terminal at Kolkata NW-1.” and addressed to :
- THE DIRECTOR,
INLAND WATERWAYS AUTHORITY OF INDIA,
P-78, Garden Reach Road,
Kolkata – 700 043 (W.B.).**
- 3.6 The second cover is Financial Bid will be summarily rejected, if the requisite details are not submitted in the Technical Bid (First Cover).
- 3.7 The envelope may be sent by registered post or hand delivered or by courier to reach before closing time. Tenders received after closing time and date will not be accepted.
- 3.8 Tender papers must be filled complete in all respects and free from any ambiguity and shall contain all requisite information.
- 3.9 The document shall comply with Technical and commercial requirements and objectives.
- 3.10 The original tender document duly signed in every page by authorised signatory shall be returned with the offer.

4. **LAST DATE AND TIME FOR SUBMISSION AND OPENING**

The sealed tender complete in all respect shall be received upto 1500 hrs. on 15.09.2011. Tender shall be opened at 1530 hrs. on the same day in the presence of authorized representatives of the tenderers who would like to be present at the time of opening. No late tenders shall be considered.

5. **EARNEST MONEY DEPOSIT**

The tender shall be accompanied by a Crossed Demand Draft for EMD of Rs.4000- drawn on any Nationalized Bank/Scheduled bank in favour of “**INLAND WATERWAYS AUTHORITY OF INDIA-FUND**” payable at Kolkata.

6. **CONTRACT**

The successful tenderer shall be required to execute a contract agreement with Inland Waterways Authority of India (IWAI) in the format enclosed.

7. **VALIDITY OF OFFER**

The tenderer shall quote the rates for various items of work in prescribed schedule. The rates quoted shall be firm and shall be kept valid for consideration for at least 90 days from the date of closing of the tender.

8.0 DETAILS OF OFFER

8.1 IWAI reserves the right to split the contract to one or more parties depending on suitability and work requirement.

8.2 The acceptance of a tender shall rest with the IWAI who does not bind itself to accept the lowest tender and reserves the right to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

8.3 The IWAI reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted



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PART - II

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

- xii) **Assistant Hydrographic Surveyor** : means Assistant Hydrographic Surveyor of the Authority , as the case may be
- xii) **Asstt. Director** : means the Asstt. Director of the Authority as the case may be.
- xiii) **Work Order** : Means a letter from the Engineer-in- Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- xiv) **Month** : means the one Calendar month.
- xv) **Site** : means the waterway and / or other places through which the works are to be executed.
- xvi) **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.
- xvii) **Week**: means seven consecutive calendar days.
- xviii) **Work/works** : means work / works to be executed in accordance with the contract.

CLAUSE-2 : INTERPRETATIONS

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.
- 2.2 Heading and marginal notes in these 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: SECURITY DEPOSIT FOR PERFORMANCE

- 3.1. The contractor whose tender is accepted has to enter into an agreement with IWAI and will be required to furnish by way of Security Deposit for the due fulfillment of the contract, such sum as will amount to 10 % of the contract value subject to a maximum limit of Rs. 5.00 lakhs or equivalent.
The Security amount will be accepted only in the form of crossed Demand Draft on any Nationalized Bank or Scheduled Bank of India or any other Internationally reputed Bank in favour of Inland Waterways Authority of India, Fund, payable at Kolkata.

The Security Deposit thus collected from the contractor will be returned only after satisfactory completion of the work. The Security money shall be deposited within 15 days of award of work. In case of successful tenderer, the earnest money deposited shall be a part of the security deposit. Hence the successful bidder shall have to deposit the balance amount so that the total amount, including the earnest money deposit forms the total security deposit. Interest will not be paid on security deposit.

- 3.2. In respect of PSU/Autonomous Bodies/Govt. and Semi Govt. Organizations Security in the form of Bank Guarantee from a Nationalized/Scheduled Bank situated at Kolkata is acceptable.
- 3.3 If the contractor having been called upon by the Director to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Director:
 - i) To recover the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the authority
 - or**
 - ii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work at the risk and cost of the contractor.
- 3.4 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.
- 3.5 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Chairman 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 Chairman shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the authority is entitled to recover from the Contractor.
- 3.6 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 3.7 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 therefrom or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

CLAUSE –4 : REFUND OF SECURITY DEPOSIT

The security deposit less any amount due shall, on demand, be returned to the contractor on the expiry of defects liability period or on payment of the amount of the final bill payable in accordance with clause 43, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

CLAUSE-5: SUFFICIENCY OF TENDER

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

CLAUSE – 6 : CONTRACT DOCUMENTS

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

CLAUSE-7: DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the

Schedule of Quantities and prices, the Specifications and/or the drawings, the following order of precedence shall be observed :-

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

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

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

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

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

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

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

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

CLAUSE – 9 : ASSIGNMENT AND SUB-LETTING

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

CLAUSE – 10 : FACILITIES TO OTHER CONTRACTORS

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

Clause-11 : CHANGE IN CONSTITUTION

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

CLAUSE – 12 : MOBILISATION OF CONSTRUCTION MACHINERY

The contractor shall mobilize the construction machinery & other allied equipments required for the work to the respective sites within 10 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, other vessels and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

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

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

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

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

CLAUSE – 14: SETTING OUT THE WORKS

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

CLAUSE – 15: URGENT WORKS

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

CLAUSE – 16: DEVIATIONS

16.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.

16.2 Such items of work, as are required, to be executed at the rates already provided in the schedule of quantities, shall apply in respect of the same item(s) of work to be executed due to Variation.

16.3 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision:

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

CLAUSE - 17: CONTRACTORS SUPERVISION

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

CLAUSE -18: INSTRUCTION AND NOTICE

- 18.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions duties and powers of the Engineer-in-Charge.
- 18.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 18.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to, the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 18.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a work site order book maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

CLAUSE -19: PLANT AND EQUIPMENT

- 19.1 The Contractors shall provide and install all necessary plant, equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract which shall ensure the completion of work(s) within the specified time.
- 19.2 Subject to the availability of any item(s), plant, equipment and machinery the Authority at the written request of the contractor, may issue to the contractor on hire for being deployed on the work contracted for, at pre-determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

CLAUSE - 20: PATENT RIGHTS

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

CLAUSE - 21: MATERIALS

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

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

CLAUSE - 22: LAWS GOVERNING THE CONTRACT

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

CLAUSE - 23: WATCHING AND LIGHTING

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

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

- 24.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
- 24.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and / or extra shifts to ensure completion of works under the contract as scheduled.

CLAUSE - 25: LABOUR

- 25.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- 25.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.
- i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
 - ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.
- 25.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Contract labour (Regulation and Abolition) Act 1970 with General Rules framed thereunder and amendments made from time to time.
- 25.4 The Contractor shall in respect of labour employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed thereunder in regard to all matters provided therein.
- 25.5 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works. Such as:
- i) Payment of wages Act.936 (Amended)
 - ii) Minimum wages Act. 1948 (Amended).

- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed thereunder as amended.
 - iv) Workmen Compensation Act. 1923 as amended by Amended Act No. 65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) Maternity Benefit Act. 1961 (Amended)
 - vii) The Industrial Employment (Standing orders) Act.1946 (Amended).
 - viii) The Industrial Disputes Act. 1947 (Amended)
 - ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
 - x) The Personal Injuries (Compensation Insurance) Act.1963 and any modifications thereof and rules made thereunder from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- 25.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 25.7 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non-observance of the said Act and Rules framed thereunder with amendments made from time to time.
- 25.8 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-25.5 or in the event of decree or award or order against the contractor having

been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 25.5 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 25.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

- 25.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 25.10 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 25.11 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 25.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 25.5 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports

from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 25.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

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

25.14 SUPPLY OF WATER

The contractor shall make arrangement for drinking water and other water for use of contractor's staff and other work people to the satisfaction of Engineer of Engineer-in-charge.

25.15 ALCOHOLIC LIQUOR OR DRUGS.

The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.

25.16 ARMS AND AMMUNITION

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

25.17 REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at

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

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

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

CLAUSE – 27 : FORCE MAJEURE

- 27.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hospitilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 27.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of

Force majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

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

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

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

CLAUSE - 29: CONTRACTOR'S LIABILITY AND INSURANCE

- 29.1 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at anytime either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.
- 29.2 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 29.3 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of night navigation facilities 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.

CLAUSE – 30: SUSPENSION OF WORKS

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

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

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

CLAUSE – 32: TERMINATION OF CONTRACT ON DEATH

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

CLAUSE – 33: CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART

33.1 If the contractor

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

33.2 Corrupt Practice

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

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

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

CLAUSE - 34 : COMPLETION TIME AND EXTENSIONS

- 34.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.
- 34.2 However, if the work is delayed on account of:
- i) Increase in the quantity of work to be done under the contract as per clause 16, or
 - ii) Suspension of work as per clause 30; or
 - iii) Rebuilding of work as per clause 31; or
 - iv) "Force Majeure"; or
 - v) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best 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.
- 34.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.

CLAUSE – 35: COMPENSATION FOR DELAY

- 35.1 If the contractor fails to complete all items of works in respect of any of the sub-group/group and/or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as an ascertained/agreed compensation as per Clause No. 36.

CLAUSE – 36: LIQUIDATED DAMAGES

- 36.1 If the contractor fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of 1/2% per week on the total value of the order subject to a maximum of 5% of the total value of the contract.
- 36.2 Should however, the contractor achieve the completion of the entire works as a whole under the contract within the time or in the extended time (not due to reasons of default on the part of the contractor) as may be accorded, the Authority will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non completion of works(s) under the individual group/sub-group, as aforesaid in full, In this regard, the decision of the Engineer-in-Charge shall be final and binding.
- 36.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Authority
- 36.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.
- 36.5 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

CLAUSE – 37: INSPECTION AND APPROVAL

- 37.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.
- 37.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he consider it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

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

CLAUSE – 38: COMPLETION CERTIFICATE

- 38.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and terms and conditions mentioned in clause 12, 13. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the works or the works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify / replace the defective work or any part thereof or complete the work, as the case may be within such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.
- 38.2 No certificate of completion shall be issued as stipulated above and no work be considered to be completed unless the contractor shall have removed from the work site and / or premises all his belongings / temporary arrangements brought / made by him for the site and / or premises in all respects and made the whole of the site and / or premises fit for immediate occupation / use to the satisfaction of the Engineer-in-Charge. If the contractor fails to comply with the above mentioned requirements on or before the date of completion of the work, the Engineer-in-Charge, may as he thinks fit and at the risk at cost of the contractor, fulfill such requirements and remove / dispose of the contractor's belongings / temporary arrangements, as aforesaid, and the contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings / temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the contractor. Should the expenditure on the aforesaid account exceed the amount realized by sale of such contractor's belongings / temporary arrangements then the contractor shall on demand pay the amount of such excess expenditure.

CLAUSE – 39: CONTRACTOR’S TEMPORARY MOORINGS AND PAYMENT OF CHARGES.

Should the contractor for the purpose of the contract desires to provide the temporary moorings for his tug(s), he will be allowed to do so in position and manner approved by EIC. The contractor shall not lay such moorings so as to interfere with traffic in the waterways. Such moorings shall be removed if and when required by EIC. The contractor shall pay all docks, port, customs, wharf age, bunder charges, other fees/charges/due etc.

as may become payable in the course of execution of works and the contractor will be deemed to have made allowances for payment of these charges in the contract price quoted.

CLAUSE - 40: MEASUREMENTS

40.1 Subject to deduction and addition authorized by and to the other provisions of this contract Authority shall apply to the contractor for the installation of contract deliverables at the specified destinations at all inclusive costs in the manner viz..

- a) 10% as advance along with the order, against non _____ Bank Guarantee.
- b) For every installation of item mentioned in clause 17 of the Technical Terms and conditions (Part III) shall be made for 80% agreed installation cost of each item.
- c) 10% after completion of contract period of installation & maintenance.
- d) Maintenance charges on monthly basis after completion of the month will be paid on the number of buoys actually maintained and certified by the Engineer-in-charge which shall not be less than 90% of the total installed buoys as specified in clause 17 of Part III scope of work.
- e) For the first installment of 10% the firm shall have to furnish irrecoverable Bank Guarantee for the sums being claimed in the form enclosed. These documents would be keep valid till the completion of the guarantee period as mentioned in the clause 40.1(f).
The rates quoted shall include all taxes insurances and other levies. It shall be all-inclusive of all costs of material, labour, tools etc. and should be valid for entire contract period.
- f) Guarantee : The contractor stands un-conditional guarantee of all deliverables for a period of 12 months from the date of completion of installations of items mentioned in clause 17 of part III complete in all aspects to the owner at the specified site(3) to the owner's satisfaction. The contractor shall obtain a **work completion certificates** as proof of completion of the installation of items to the owner's satisfaction from the Inspecting Authority.

40.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Bureau of Indian Standard.

40.3 All items having a financial value shall be entered in daily log book/measurement book prescribed by the Authority so that the complete work performed under the contract is duly accounted.

- 40.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.
- 40.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 40.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 40.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in-Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.

CLAUSE – 41 : PAYMENT ON ACCOUNT

- 41.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).
- 41.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 41.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.
- 41.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorized representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his

constituted attorney duly authorized to receive such payments from the Engineer-in-Charge.

- 41.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.
- 41.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 41.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 42: TAXES, DUTIES AND LEVIES ETC.

- 42.1 All existing sales tax or any other tax or duty or levy such as Octroi, Dhorat, Royalty, Terminal Tax etc. on all materials, including steel, wood, POL (and increase if any, on these during the currency of the contract) that the contractor has to purchase for the performance of the contract, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever, in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies etc.
- 42.2 TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract.

CLAUSE – 43 : PAYMENT OF FINAL BILL

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

CLAUSE - 44 : OVER PAYMENTS AND UNDER PAYMENTS

- 44.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with

the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.

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

CLAUSE - 45: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

- 45.1 All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any un-authorized person.
- 45.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act,

1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the contract.

CLAUSE – 46 : FINALITY CLAUSE

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

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

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

CLAUSE – 48 : ARBITRATION

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

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

- 48.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 48.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 48.4 The Arbitrator with the consent of the parties can enlarge the time, from, time to time to make and publish his award.
- 48.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 48.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000 and above.
- 48.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 48.8 The arbitration and conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.

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

- 48.9 The 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.

TECHNICAL & SPECIAL CONDITION

A. SCOPE OF WORK:

The work comprises for “Repairing of approach to Gangway at IWAI BISN Terminal, Kolkata on National Waterway No. 1”.

1. Earthwork in Excavation.

Earthwork in Excavation in rough excavation, banking excavated earth in layers not exceeding 20 cm in depth, breaking clods watering, rolling each layer with ½ tonne roller or wooden or steel roller and rolling every 3rd and topmost layer with power roller of minimum 8 tonnes and dressing up in embankment in roads, flood banks, marginal banks or filling up ground depressions, lead upto 50 m. and lift upto 1.5 m. The work shall be consists of excavation, removal and satisfactorily disposal of all materials necessary for construction of roadway, side drains and waterways in accordance with requirements of these specifications and the lines, grades and cross sections as indicated by EIC. The work must be carried out as per direction/satisfactorily level of EIC.

2. JUNGLE CLEARANCE

Clearing Jungle including uprooting of rank vegetation, grass, bush wood trees and saplings of girth upto 30 cm measured at a height of 1 m. above ground level.

3. LOCATION OF WORK SITE :

Work site is located at riverside at BISN Jetty Bhootghat, Garden Reach Road, Kolkata – 700 043.

4 BAMBOO MATS.

New bamboo mats 1.2mx0.9m made of minimum 1 mm thick and minimum 1.5 to 2 cm. wide bamboo strips closely woven, tied together with the help of bamboo strips and coir string are to be fixed on vertical Eulliptus pins as per drawing and direction of EIC. The bamboo mats shall be thoroughly sprinkled with the BHC ;power before placing in position as to prevent from decayed.

5 . SUPPLY OF MOORAM.

It should not contain dust, lump, soft or flaky materials, mica or others deleterious materials in such a quantity as to reduce the durability of the existing structure. The fineness modulus of the mooram would be 2.5. The work must be carried out as per direction/satisfactorily level of EIC

6. BRICK ON EDGE FLOORING.

Brick on edge flooring with bricks of class designation 75 including cement slurry etc. complete in cement mortar (1:4) with FPS Bricks. The camber should be 1:15

7. REINFORCED CEMENT CONCRETE

Providing and laying in position specified grade of reinforced cement concrete (1:2:4) excluding cost of centering, shuttering, finishing and reinforced – All work upto gangway approach level (for fixing the railing post). The bottom of the excavated pit (for fixing the rail post) should have 4 (four) M.S. Strips (60 mm x 4 mm0 in + shape to withstand the load.

8. WATER & LIGHTING ARRANGEMENT:

The Contractor shall make his own arrangements for getting water for drinking and construction purpose and also for lighting of the working site for workmanship during night time.

9. LAND, STORAGE OF MATERIALS & ACCOMMODATION FOR LABOUR

The Contractor shall make his own arrangements for construction of temporary sheds if required for site office, storage of materials, plants, machinery etc. at site at his own cost taking proper care of guarding environmental pollution as approved by the Engineer. The Contractor shall also make arrangements for labour accommodation if required outside the site.

10. PROTECTION OF ENVIRONMENT:

The contractor shall take necessary precaution against environment pollution of any kind at site during progress of work.

11. PRECAUTION & OBSTRUCTION OF OTHER WORKS AT SITE AND SITE CLEANING:

The Contractor shall take adequate precaution so as to protect the existing services at site and shall not create any hindrance to other works under execution at site. The Contractor shall remove all debris, slush, temporary sheds and surplus materials from site at his own expenses upto proper satisfaction of the Engineer-in-charge after completion of the works.

12 METHOD OF PAYMENT:

Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-charge for the items of work completed. The Engineer-in-charge shall then arrange to have the bills verified with reference to the measurements recorded in measurement book(s). Payments in account for

amount admissible shall be made by EIC certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed after deducting the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of contract.

13. ESCALATION VARIATION IN PRICE AND IDLE CHARGES:

No escalation variation of the quoted price and idle charges which may occur due to adverse weather condition, any natural phenomenon or any account whatsoever shall be entertained by I.W.A.I. The quoted price shall be considered as inclusive of such elements and considered as final one for payment.

14. COMPLETION TIME:

The work shall be completed within 15 (Fifteen) days from the date of signing agreement. However, contractor shall quote the time required by him for completion of the works in the place kept at the end of Schedule 'A' (Time schedule).

15. TOOLS, PLANTS & OTHER EQUIPMENTS:

The Contractor shall arrange for all necessary tools, plants & other equipments at site for successful execution of the work and remove the same after completion at his own cost.

16. WATCH KEEPING & SAFE GUARDING:

The Contractor will make his own arrangements for watch keeping and safe-guarding of his materials and machineries at site and IWAI will no way be responsible for any loss, damage, pilferage of any material, tools, plants at site. The Contractor shall also make his own arrangement for watch-keeping and safe-guarding of all IWAI materials inclusive of pontoon, gangway, mooring materials, chains etc. that has been handed over to him for execution of the work against damage and pilferage till such period that the work has been successfully completed and handed over to IWAI at his own cost.



ANNEXURES

QUESTIONNAIRE

**DETAILED INFORMATION ON CONTRACTOR'S EXPERIENCE
AND FINANCIAL CAPABILITY**

1. NAME OF THE FIRM

2. FULL ADDRESS WITH PIN CODE
TELEPHONE NO., FAX NO.,
EMAIL AND GRAM

3. LEGAL STATUS, WHETHER
INDIVIDUAL, PROPRIETARY OR
PARTNERSHIP FIRM OR
INCORPORATED BODY ETC.
ALONG WITH DOCUMENTARY PROOF

4. REGISTRATION STATUS WITH
CENTRAL/STATE GOVERNMENT ETC.
ALONG WITH DOCUMENTARY PROOF

5. DETAILS OF MANPOWER,
EQUIPMENT AND FACILITIES
AVAILABLE WITH THE FIRM AND
THEIR PRESENT DEPLOYMENT [In Proforma 1 (a)]
and Proforma 1 (b)]

6. DETAILS OF SIMILAR WORKS [In Proforma 1 (c)]
UNDERTAKEN DURING LAST
FIVE YEARS (DOCUMENTARY PROOF)

7. CURRENT INCOME TAX
CLEARANCE CERTIFICATE
(DOCUMENTARY PROOF)

8. BANK SOLVENCY CERTIFICATE
(DOCUMENTARY PROOF ON
FORMAT ENCLOSED)

9. FINANCIAL CAPABILITIES OF FIRM [In Proforma 1 (d)]

(ENCLOSE ANNUAL REPORT FOR
LAST FIVE YEARS)

10. ANY OTHER RELEVANT
INFORMATION/DOCUMENT
PERTAINING TO QUALIFICATION BEING
SUBMITTED/ENCLOSED BY FIRM

NOTE : IN CASE SPACE PROVIDED IS INADEQUATE THE INFORMATION CALLED FOR MAY
BE GIVEN ON SEPARATE SHEET.

NAME OF THE CONTRACTOR

SIGNATURE WITH
DATE & SEAL

PROFORMA - 1 (a)

**DETAILS OF CONSTRUCTION MACHINERY/EQUIPMENTS AND PLANTS
AVAILABLE WITH THE FIRM AND THEIR PRESENT STATUS OF
DEPLOYMENT / COMMITMENT**

Sl. No.	Particulars	Brief Specifications	Capital Cost	Date of Purchase & Commissioning	Location	Status of Present Deployment/ Commitment

PROFORMA - 1 (b)

**DETAILS OF MAN POWER AVAILABLE WITH THE FIRM
AND THEIR PRESENT DEPLOYMENT**

Sl. No.	Name of Person	Designation	Qualification	Year of Experience	Present Deployment

PROFORMA - 1 (c)

DETAILS OF SIMILAR WORKS UNDERTAKEN DURING LAST 5 YEARS.

Sl. No.	Name & address of Client along with Telephone / fax no.	Name of work & Period	Location	Contract value	Whether certificate from client is enclosed

PROFORMA - 1 (d)

FINANCIAL CAPABILITIES OF THE FIRM

Sl. No.	Year	Turnover	Profit/Loss	Tax Paid	Reserve

Note : Enclose audited financial reports for the respective years.

Schedule (A)

TIME SCHEDULE

Schedule for the progress of construction indicating the expected time for the completion of different jobs.

(To be submitted by the contractor in the form of Bar Chart)

Sl.No.	Details of Work	Time period in week	Remarks
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SCHEDULE

(To be submitted by the contractor)

Name of the work:- “ **Repairing of approach to Gangway at IWAI, BISN, Terminal, Kolkata on National Waterway No. – 1**”.

BILL OF QUANTITIES

S.N.	Particulars	Unit	Qty.	Rate (In `)	Amount (In `)
1	Earthwork in rough excavation, banking excavated earth in layers not exceeding 20 cm in depth, breaking clods watering, rolling each layer with 1/2 tonne roller or wooden or steel roller and rolling every 3rd and top most layer with power roller of minimum 8 tonnes and dressing up in embankments in roads, flood banks or filling up ground depression, lead upto 50m and lift upto 1.5 m as per direction of EIC.	Cu. m.	10.14		
2	Placing of cement bag filled with sand at proper alignment as per direction of E IC.	Nos.	925		
3	Bamboo Mats (1.2 mx 0.90 m) placing and fitted at proper alignment as per direction of EIC.	Nos.	100		
4	Supply of Eucalyptus Ballah including piling & driving up to proper depth as per direction of EIC.				
a)	River Face and adjacent (4" dia /5.5 m. length) @ 0.15 m c/c.	Nos.	50		
b)	Straight Portion (4" dia /4.0 m. length @ 0.30 m c/c.	Nos.	50		
5	Supply of Mooram and spreading as per direction of EIC.	Cu. m.	2.60		
6	Brick on edge flooring with bricks of class designation 75 including cement slurry etc. complete in cement mortar (1:4) with FPS Bricks at camber 1:15 as per direction of EIC.	Sq. m.	72.0		

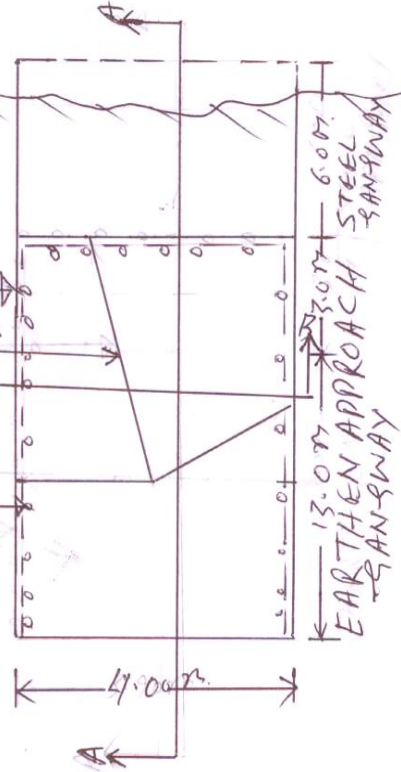
7	Providing and Laying in position specified grade of reinforced cement concrete (1:2:4) excluding cost of centering, shuttering, finishing and reinforcement- All work upto plinth level (for Fixing Railing Posts) as per direction of EIC.	Cu. m.	0.216		
8	Supply of G.I. Pipe (2' 6"dia) Tata Company and fixing at proper place as per direction of EIC.	Mtr.	8.40		
9	Supply of Steel Hooks (1" dia) and fixing at proper place as per direction of EIC.	Nos.	12.0		
10	Supply of M.S. Open Stud Link Chain 10 mm dia U1 grade of IS Mark and fixing at proper place as per direction of EIC.	Mtr.	52.0		
	TOTAL				

PROPOSED ALIGNMENT OF APPROACH SAN-SWAY



SECTION AT AA

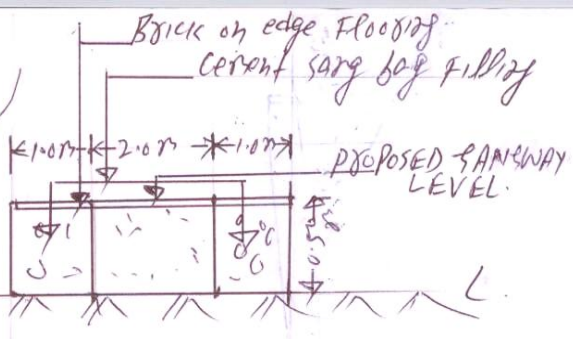
Bamboo Mats.
E. B. Pillar @ 0.30 m c/c
EUKLIPTUS BALLAH
PILLAR @ 0.45 m c/c



PLAN (TOP VIEW)

SKETCH FOR TEMPORARY APPROACH ROAD OF SAN-SWAY AT BISM TERMINAL, KOLKATA; NOT TO A SCALE

SECTION AT BB



HOORHLY RIVER.

AS/PA/TAEI

APPROVED by checked by