



TENDER DOCUMENT

FOR

SUPPLY & ASSEMBLING OF H.D.P.E. FLOATERS, NEOPRINE FLEXIBLE RUBBER HOSES AND OTHER ALLIED MATERIALS WITH DISCHARGE PIPES(50 NOS.) OF CSD CHAMPAKKARA AT I.W.T TERMINAL, BINANIPURAM, ALUVA (KERALA)
TENDER No. IWAI/COCHI/MM(45)/10-11

Volume – 1 (Technical Bid)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Head Office : A-13, Sector – 1, Noida-201 301 (U.P.)

Address of Issuing Office : National Waterway Road, N.H. 47 Bye Pass,
Kannadikkadu, Maradu, Ernakulam – 682 304.
Ph. 0484 -2389804, 0484-2389445

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TENDER No. IWAI/COCH/MM(45)/10-11

Dated:

To

M/s.

Sub: Tender document for Supply & Assembling of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied materials with the available dredging discharge pipes(50nos.) of CSD-Champakkara at IWT terminal, Binanipuram, Aluva - reg.

Ref: Your letter no.

Dated.

Sir,

With reference to your letter cited on the above-mentioned subject, please find enclosed herewith one set of tender document for the subject work. You are requested to go through the terms and conditions carefully and also visit the site to familiarize and submit your tender as per procedure explained therein.

The last date for receipt of tender is 17/02/11 up to 3.00 PM at IWAI, Kochi.

Issuance of tender document will not construe that such bidders are automatically considered qualified.

Yours faithfully

(N. SIVARAMAN)
DIRECTOR

LIST OF CONTENTS

Volume – 1

| <u>Sl. No.</u> | | <u>Description</u> | <u>Page No.</u> |
|----------------|------|---|-----------------|
| I | (i) | Tender Form | 5-6 |
| | (ii) | Notice Inviting Tender | 7 |
| II | (i) | Information & Instruction to Tenderers | 8-12 |
| | (ii) | Special information for the attention of Tenderers | 12-13 |
| III | (i) | Warranty Form | 14-15 |
| IV | (i) | Schedule 'A' – Schedule for completion of Work | 16 |
| | (ii) | Schedule 'B' – List of plant including floating craft machinery & equipment available with the Contractor | 17 |
| V | (i) | General Conditions of Contract Clauses | 18 - 52 |
| | 1. | Definition | V – 1 |
| | 2. | Interpretations | V – 3 |
| | 3. | Security Deposit for Performance | V – 3 |
| | 4. | Refund of Security Deposit | V – 5 |
| | 5. | Sufficiency of Tender | V – 5 |
| | 6. | Contract documents | V – 5 |
| | 7. | Discrepancies and adjustment of Errors | V – 5 |
| | 8. | Duties & Power of E-I-C representative | V – 6 |
| | 9. | Assignments & Sub – letting | V – 7 |
| | 10. | Facilities to other Contractors | V – 7 |
| | 11. | Changes in Contractors | V – 7 |
| | 12. | Commencement of Work | V – 8 |
| | 13. | Works to be carried out in accordance with the specifications, Drawings & Orders etc. | V – 8 |
| | 14. | Setting out the works | V - 9 |
| | 15. | Urgent works | V – 9 |
| | 16. | Deviations | V – 9 |
| | 17. | Contractor's Supervision, Instruction & Notices | V – 10 |
| | 18. | Instruction & Notices | V -10 |
| | 19. | Plants & Equipment | V – 11 |
| | 20. | Patent Rights | V – 11 |
| | 21. | Materials | V – 11 |
| | 22. | Laws Governing the Contract | V – 12 |
| | 23. | Watching & lightening | V – 12 |
| | 24. | Works during night or on Sundays & Holidays | V – 12 |

| | | | |
|------|-----|---|-----------|
| | 25. | Labour | V – 12 |
| | 26. | Materials obtained from excavation & treasure trove fossils etc. | V -17 |
| | 27. | Force Majeure | V - 17 |
| | 28. | Liability for damage defects of imperfections & rectifications thereof | V – 18 |
| | 29. | Contractors liability & insurance | V – 18 |
| | 30. | Suspension in works | 20 |
| | 31. | Foreclosure of contract in full or in part due to abandonment of reduction in scope of works | 20 |
| | 32. | Terminations of contract on death | 20 |
| | 33. | Default by the contractor & termination of Contract in full or in part | V – 21 |
| | 34. | Completion & extensions | V – 23 |
| | 35. | Completion for delay | V – 24 |
| | 36. | Inspection & approval | V – 24 |
| | 37. | Completion Certificate | V – 25 |
| | 38. | Defects liability period | V – 26 |
| | 39. | Measurement | V – 26 |
| | 40. | Payment on contract | V – 27 |
| | 41. | Taxes, duties & levies etc. | V – 28 |
| | 42. | Payment of final bill | V – 28 |
| | 43. | Over payments & under payments | V – 28 |
| | 44. | Contract matters to be treated as Confidential | V – 29 |
| | 45. | Finality Clause | V – 30 |
| | 46. | Sum payable by way compensation to be considered as reasonable without reference to actual lose | V – 30 |
| | 47. | Arbitration | V-30 & 31 |
| VI | | Technical Specification & Special Condition of contractor | 52 – 55 |
| VII | | Preamble | 56 - 58 |
| VIII | | Annexure-A (Format for E-Payment) | 59 |
| IX | | Draft Agreement | 60-61 |
| | | <u>Volume - 2 (Financial Bid)</u> Bill of Quantities | 62 – 64 |

I – (i)

(ii) **TENDER FORM**

To

The Director
Inland Waterways Authority of India,
National Waterway Road, N.H. Bye Pass,
Ernakulam – 682 304.

I/We have read and examined the tender documents relating to Supply & Assembling of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied materials with the available dredging discharge pipes(50nos.) of CSD-Champakkara at IWT terminal, Binanipuram, Aluva.

| Vol : 1 | <u>Condition of Contract</u> | |
|----------------|--|----------|
| I | (i) Tender form | 2 Pages |
| | (ii) Notice Inviting Tender | 1 Page |
| II | (1) Information & Instruction for tenderers | 5 Pages |
| | (2) Special information for the attention of tenderers | 2 Pages |
| III | Warranty Form | 2 Pages |
| IV | Schedule A & B | 2 Pages |
| V | General Conditions of contract | 38 Pages |
| VI | Technical specifications and special conditions | 2 Pages |
| VII | Preamble | 3 Pages |
| VIII | Annexure-A (Format for E-Payment) | 1 Page |
| IX | Draft Agreement | 2 Pages |
| <u>Vol.II</u> | Bill of Quantities | 4 Pages |

2. I/We hereby tender for execution of the works referred to in the documents mentioned in paragraph I above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the specification, designs, drawings and other details given therein and at the rates contained in Bill of Quantities.

3. I/We agree to keep this tender open for acceptance for 120 days from the last date fixed for receiving the same and also agree not to make any modifications in its terms and conditions of our own accord.

(ii)

4. I/We agree if I/We fail to keep the validity of tender open, as aforesaid or I/We make any modifications in the terms and conditions of my/our tender of our own accord and/or after acceptance of our tender if I/We fail to commence the execution of the works as provided in the documents referred to in paragraph I above.

5. I/We shall become liable for forfeiture of my/our earnest money and the Authority shall without prejudice to any other right to remedy by at liberty to forfeit the said earnest money absolutely, should this tender be accepted. I/We agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

6. Unless and until, a formal Agreement is prepared and executed this Tender, together with Tenderers written acceptance thereof shall constitute a binding Contract between Tenderer and IWAI.

7. I/We certify the tender submitted by me/us is strictly in accordance with the terms, conditions, specification etc. As contained in your tender documents, referred to in paragraph I above, and is further certified that it does not contain any deviation to the aforesaid documents.

Signature along with seal of company
(Duly authorized to sign the Tender on
Behalf of the contractor)

Name

Designation

Name of the Company
(IN BLOCK LETTERS)

Date

Witness :

Postal address

Signature :

Name & Address :

Signature :

Name & Address :

Telegraphic address.....

Telephone/Fax No.....

Telex No.....

I (ii)



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

National Waterway Road, N.H. 47 Bye Pass, Kannadikkadu,
Maradu, Ernakulam – 682 304. Ph. 0484 -2389804, 0484-2389445

NOTICE INVITING TENDER

No. IWAI/COCH/MM(45)/10-11 Dt.28/01/11

1. Sealed tenders are invited from reputed and experienced Hardware /H.D.P.E Pipe manufacturers/Suppliers/ dealers for the Supply & Assembling of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied materials of reputed make with the available discharge pipes of Dredger (50 nos.) of CSD- Champakkara at I.W.T terminal, Binanipuram, Aluva, KOCHI within 65 days on receipt of work order. The estimated cost is Rs.35,01,100/- (Rupees thirty five lakhs, one thousand and one hundred only (E.M.D Rs. 70,000/-). Sale of tender is from 31/01/2011 to 16/02/2011 upto 17.00 hrs .Last date of submission of tender is 17/02/2011 at 15.00 hrs & opening of tender is at 15.30 hrs on same day. Cost of tender document is Rs.520/- by cash/DD from any Nationalized / scheduled bank in favour of IWAI fund payable at Kochi. All other relevant details shall be available in website www.iwai.nic.in.
2. The tender document can also be downloaded from the IWAI's website "www.iwai.nic.in". Bidders submitting the downloaded version of tender document are required to submit Rs. 520/- (Rupees five hundred and twenty only) in the form of non refundable demand draft in favour of 'IWAI fund' payable at Kochi at any nationalized/ schedule bank i.e. an amount equal to the cost of tender document along with tender. 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 downloaded tenders.

(DIRECTOR)

INFORMATION & INSTRUCTION FOR TENDERERS

1. The details of works to be carried out and its scope are given in the “Technical Specifications” of these documents which also indicate a brief description of 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.
- 2.1 The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves in their own interest before submitting their tender, 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 the available H.D.P.E discharge pipes (50 nos. of 250mm ID) , access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work;
 - b) Requirements and availability of land and other facilities for his enabling works, colonies, stores and workshop etc.
 - c) Ground condition including those bearing upon transportation, disposal, handling and storage of materials required for the work of obtained there from;
 - d) Source and extent of availability of suitable materials and labour (skilled & unskilled) required for the work and Laws & Regulations governing their use and employment;
 - e) 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 work;
 - f) The type of equipment , tools and facilities needed, preliminary to, for and in the performance of the work ; and
 - g) 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 of the cost thereof under this Contract.
- 2.2 The tenderers should note that information, if any, in regard to the site and local conditions, material agreed to be supplied by the authority has been given merely to assist the tenderers and is not warranted to be completed.
- 2.3 The tenderers should note and bear in mind that the Authority shall bear no responsibilities for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequence of the lack of any knowledge, as 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 of understanding shall be entertained or payable by the authority.

3. The tender should be submitted in the prescribed form and the same should be signed in all pages and in all copies properly as laid down here under :-
 - a) If the tender is submitted by an individual./sole proprietor, it shall be signed by the individual/proprietor above his full name and full name of his firm with its current business address;
 - b) If the tender is submitted by firm in partnership, it shall be signed by the Managing partner of the firm above their full name and current business address, or a partner holding the power of attorney for the firm by signing the tender in which case a certified true copy of the Power of Attorney shall accompany the tender. A certified true copy of the partnership deed and Registration Certificate of the firm shall also accompany the tenders ;
 - c) If the tender is submitted by Private Company/Public Limited Company or any Corporation, it shall be signed by the Managing Director under the common seal of the Company/Corporation by any person duly authorized for this purpose holding the Power Attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. Such Company of corporation may be required to furnish its Memorandum of Association and Articles of Association along with certificate of incorporation (or) commencement of business along with Tender Documents :
 - 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 3evidence admissible in Law in respect of the Authority assigned in 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 firm in the tender shall be furnished along with the tender,
 - e) All witness and sureties shall be persons of status and their full names, occupations and address shall be stated below their signature. Signatures affixed at the end of each page in the tender documents should be dated; and
 - f) The tender for the works shall not be witnessed by a tenderer (s) who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall make the tender of tenderer, tendering liable for rejection.
4. The tenderer shall furnish with his tender :-
 - a) The details of his /their organization, facilities and schedule of works as required and available vide Schedule 'B' of the Tender Document ;

- b) Details of personnel, existing and/or proposed to be employed by the tenderer whom he proposes to utilize/employ further for this work ; and
 - c) Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least 30% of the cost. Experience of having successfully completed similar works or similar nature of works during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following :
 - i. Three similar works costing not less than 40% of the estimated cost; **or**
 - ii. Two similar works costing not less than 50% of the estimated cost; **or**
 - iii. One similar work completed not less than 80% of the estimated cost
 - d) Certificate of solvency in the current financial year from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than 30% of the value of estimated cost i.e. **Rs.10.50 Lakhs.**
 - e) The tenderer shall be registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department/any other state/central Government body or non-registered contractors having experience of working with IWAI.
 - f) Tenderer shall have Permanent Account Number issued by Income Tax Deptt.
 - g) Tenderers shall have TIN Number under KVAT.
- 5.
- a) Earnest Money Deposit of **Rs.70,000/-** (Rupees Seventy thousand only) must accompany each tender. This deposit shall be in the form of Demand Draft drawn in favour of “**Inland Waterways Authority of India Fund**” from any Nationalized or scheduled Bank of India payable at Kochi, Kerala ;
 - b) Tender documents not accompanied by Earnest Money Deposit shall be summarily rejected. If during the tender validity period, the tenderer withdrawn his tender or fails to start the work on getting letter of intent the Earnest Money thus deposited shall be forfeited.
 - c) The Earnest Money Deposit (EMD) will be returned to the unsuccessful tenderers after awarding the work to the successful tenderer ; and
 - d) The Earnest Money Deposit shall not carry any interest.
6. The rates quotes shall be written both in words and in figures. Tenderers shall also show the total of each item, the total of each Schedule and grand total of the Whole Contract. Corrections, if any, shall be made by crossing out, initial with date and re-writing. In case of conflict between the figures and the words in the rates quoted the later shall prevail.

7. The Authority shall have the right of rejecting at its sole discretion all or any of the tenders and will not be bound to accept the lowest or any tender without assigning any reasons thereof. The Authority shall also have the right to split the work into separate section and also reduce the scope of work assigning any reason.
8. Tenders may be opened by the duly constituted Tender committee, in the presence of Tenderers who may be present of Tenderers who may be present at the time of opening. If any of the Tenderer or his authorized representatives is not present at the time of opening of tender, the Tender Committee on opening the tenders of the Tenderer, may prepare a statement of the attested and understand corrections in the tender over his signature. Such list shall then be binding on the tenderer who is not present.
9. The Tenderers shall not without the written consent of the Authority be entitled to revoke or withdraw their tenders or vary in any respect the tender respect the tender submitted or any time thereof. In case of Tenderers revoking or withdrawing his tender of varying any terms in regard thereof without the consent of the Authority in writing, the Tenderers shall forfeit henceforth his earnest money deposited along with the tender.
10. Sealed tenders duly superscripting “ **Tender for Supply & Assembling of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied materials of reputed make with the available discharge pipes (50 nos.) of CSD-Champakkara at I.W.T Terminal, Binanipuram, Aluva.**” shall be addressed to the Director, Inland Waterways Authority of India, National Waterway Road, Kannadikkadu, Maradu, Ernakulam – 682 304 and submitted at this office up to 15.00 hours on 17/02/11 and shall be opened at 15.30 hrs on the same day in the presence of the Tenderers/ Authorized representatives (if desired, to be present).
11. Tender(s) received late on account of any reason whatsoever may be the case and telegraphic tender(s) shall not be entertained.
12. Unless otherwise specified, the validity of the tender shall be up to 120 days from the date of opening of the tenders.
13. For any further information on the tender, Director, IWAI, may be contacted.
14. The “Tender Notice” and “Information and instruction for the Tenderers” shall form part of the tender documents.
15. The selected tenderer will be required to enter into an agreement with IWAI in prescribed format duly depositing the prescribed Security Deposit.

II (2)

SPECIAL INFORMATION FOR THE ATTENTION OF TENDERERS

1. This tender schedule is for the work of Tender document for Supply & Assembly of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied materials of reputed make with the available dredging discharge pipes (50nos) of CSD-Champakkara at IWT Terminal, Binanipuram, Aluva
2. The tender papers should be submitted in two cover system.
3. The first cover should contain the technical & commercial of the tenderers and the following details are to be placed in sealed cover duly super scribing No.1 Technical & Commercial bid for Tender document for the “supply & assembling of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene Rubber Hoses and other allied materials with the available discharge pipes(50nos) of CSD-Champakkara at I.W.T Terminal, Binanipuram, Aluva (Kerala).
4.
 - a) The Entire tender documents duly signed.
 - b) Earnest Money Deposit (EMD)i.e., Rs.70,000/-as prescribed.**
 - c) Solvency certificate to prove the financial capability from any Nationalized/ Scheduled Bank for the prescribed amount as prescribed
 - d) Registration with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department / any other Central – State Government bodies or non-registered contractors having experience of working with IWAI.
 - e) Experience certificate with details of similar work executed as prescribed.
 - i. Three similar works costing not less than 40% of the estimated cost i.e.
 - ii. **Rs.- 14.00 Lakhs or**
 - iii. Two similar works costing not less than 50% of the estimated cost i.e.
Rs.17.51 lakhs or
 - iv. One similar work completed not less than 80% of estimated cost i.e.
Rs.28.00 Lakhs/-
 - f) The availability of suitable equipments such as, slipway and marine work shop/yard, any other equipment & accessories, sources & out sources of the same, the present deployment, mobilization time, capacity and details of the equipments etc. to undertake of the equipment to spare the same for this work during the stipulated time/period shall be enclosed, in case it is to be hired.
 - g) An undertaking saying that the proposed equipment along with accessories will be mobilized at site within 10 days from the date of issue of work order.

Note: The Authority will have the right to ascertain the facts about plant equipment, etc. any time before the issue of the work order.

5. The second cover should contain the financial bid of the tenderers (Bill of Quantities Volume - 2) duly filled in the specified form and placing the quotation in sealed cover duly super scribing "No.2 Price bid for Supply & Assembling of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied materials with the available discharge pipes of CSD-Champakkara at I.W.T Terminal, Binanipuram, Aluva.
6. The first cover i.e., Technical bid shall be opened first and evaluated by the Tender Evaluation Committee (TEC). The Second Cover i.e., financial bid will be opened on a suitable date by the same TEC for those tenderers, who become technically qualified after the evaluation of the Technical bids.
7. The Second Cover i.e., financial bid will be summarily rejected, if the requisite details are not submitted in the "Technical bid" (i.e. first cover).
8. The contractor will have to make their own arrangement for the transportation of their personnel, equipment and materials assigned/required for this project, visiting IWAI office and other places for meeting and discussions.
9. The rate quoted would deemed to have included all the incidental cost including cost of drawings, reports, documents, etc. which would be required to be prepared by the contractor during the course of the execution of the work.
10. No conditions/statements other than that mentioned in the tender/called for shall be enclosed with this tender.
11. The following dates are strictly to be adhered to:-The tender document shall be issued from 31/01/11 to 16/02/2011 during 10.00 A.M to 5.00 P.M on all workings days. The filled in tender will be received up to 15.00 hours 17/02/11 and the bid will be opened on the same day at 15.30 hours.
12. IWAI reserves the right to reject any/all the tenders without assigning any reason thereof.

III

WARRANTY FORM

M/s
(herein after referred to as the Contractor) having carefully studied all the documents, specification, drawings etc., pertaining to the contract for the work required for **Supply & Assembling of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied materials with the available discharge pipes (50 nos.) of CSD-Champakkara at IWT Terminal, Binanipuram, Aluva,**” and the local site conditions and having undertaken to execute the said works.

DO HEREBY WARRANTY THAT :-

1. The Contractor is familiar with all the requirements of the Contract.
2. The Contractor has investigated the dredger/vessel and satisfied himself regarding the nature of the work, and local conditions that may affect the work or its performance.
3. The Contractor shall mobilize all necessary plants, tools & equipment required for the work along with necessary manpower to construction site within ten days from the rate of issue of work order.
4. The Contractor is satisfied that the work may be performed and completed as required in the Contract.
5. The Contractor accepts all risks directly or indirectly connected with the performance of the contract.
6. The Contractor has/had/have no collusion with other Contractor or with any of the men of the Engineer-in-charge or with any other person in Authority to execute the said works according to the terms and conditions of the said Contract.
7. The Contractor has not been influenced by any statement or promise of the Authority or Engineer in Chare but only the contract Documents.
8. The Contractor is financially solvent.
9. The Contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-Charge.
10. The Contractor is familiar with all General Laws, Acts, Ordinances Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance of personnel employed therein.

11. I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any materials as mentioned above I/We am/are agreeable for termination of Contract between me/us and Inland Waterways Authority of India regarding works mentioned in Para – 1 without any notice, reason of compensation and non-issue of tender documents in future.

Date:

For and behalf of the
Contractor

IV

(Schedule –A)

**SCHEDULE FOR COMPLETION OF
SUPPLY AND ASSEMBLING THE PIPES:-**

Period of Work: 75 days from the date of issue of work order.

| Sl. No. | Details of Work | Time period | Offered by the Contractor |
|---------|---|-------------|------------------------------|
| 1. | Supply of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied Materials as mentioned bill of quantity. | (50 days) | (-----) |
| 2. | Assembling of the above materials with the available discharge pipes(50nos) of CSD-Champakkara at I.W.T Terminal, Binanipuram , Aluva as per bill of quantity. | (15 days) | (-----) |
| 3. | Warranty period for the works including materials | (6 months) | (-----) |

Date :

For and on behalf of
Contractor

IV
(Schedule-B)

DETAILS OF FIRM/ ORGANIZATION &
OTHER FACILITIES FOR FULFILLING THE WHOLE WORKS

(To be furnished by tenderer)

Date :

For and on behalf of
Contractor

GENERAL CONDITIONS OF CONTRACT
CONTENTS

| | | |
|-----------|--|-------|
| CLAUSE-1 | : DEFINITIONS | :V-1 |
| CLAUSE-2 | : INTERPRETATIONS | :V-3 |
| CLAUSE-3 | : SECURITY DEPOSIT FOR PERFORMANCE | :V-3 |
| CLAUSE-4 | : REFUND OF SECURITY DEPOSIT | :V-5 |
| CLAUSE-5 | : SUFFICIENCY OF TENDER | :V-5 |
| CLAUSE-6 | : CONTRACT DOCUMENTS | :V-5 |
| CLAUSE-7 | : DISCREPANCIES AND ADJUSTMENT OF ERRORS | :V-5 |
| CLAUSE-8 | : DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE | :V-6 |
| CLAUSE-9 | : ASSIGNMENT AND SUB-LETTING | :V-7 |
| CLAUSE-10 | : FACILITIES TO OTHER CONTRACTORS | :V-7 |
| CLAUSE-11 | : CHANGE IN CONSTITUTION | :V-7 |
| CLAUSE-12 | : COMMENCEMENT OF WORK | :V-8 |
| CLAUSE-13 | : WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC. | :V-8 |
| CLAUSE-14 | : SETTING OUT THE WORKS | :V-9 |
| CLAUSE-15 | : URGENT WORKS | :V-9 |
| CLAUSE-16 | : DEVIATIONS | :V-9 |
| CLAUSE-17 | : CONTRACTORS SUPERVISION | :V-10 |
| CLAUSE-18 | : INSTRUCTION AND NOTICE | :V.10 |
| CLAUSE-19 | : PLANT AND EQUIPMENT | :V-11 |
| CLAUSE-20 | : PATENT RIGHTS | :V-11 |
| CLAUSE-21 | : MATERIALS | :V-11 |
| CLAUSE-22 | : LAWS GOVERNING THE CONTRACT | :V-12 |
| CLAUSE-23 | : WATCHING AND LIGHTING | :V-12 |

| | | |
|-----------|--|-------|
| CLAUSE-24 | : WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS | :V-12 |
| CLAUSE-25 | : LABOUR | :V-12 |
| CLAUSE-26 | : MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS ETC. | :V-17 |
| CLAUSE-27 | : FORCE MAJEURE | :V-17 |
| CLAUSE-28 | : LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF | :V-18 |
| CLAUSE-29 | : CONTRACTOR'S LIABILITY AND INSURANCE | :V-18 |
| CLAUSE-30 | : SUSPENSION OF WORKS | :V-20 |
| CLAUSE-31 | : FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK | :V-20 |
| CLAUSE-32 | : TERMINATION OF CONTRACT ON DEATH | :V-20 |
| CLAUSE-33 | : CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART | :V-21 |
| CLAUSE-34 | : COMPLETION TIME AND EXTENSIONS | :V-23 |
| CLAUSE-35 | : COMPENSATION FOR DELAY | :V-24 |
| CLAUSE-36 | : INSPECTION AND APPROVAL | :V-24 |
| CLAUSE-37 | : COMPLETION CERTIFICATE | :V-25 |
| CLAUSE-38 | : DEFECTS LIABILITY PERIOD | :V-26 |
| CLAUSE-39 | : MEASUREMENTS | :V-26 |
| CLAUSE-40 | : PAYMENT ON ACCOUNT | :V-27 |
| CLAUSE-41 | : TAXES, DUTIES AND LEVIES ETC | :V-28 |
| CLAUSE-42 | : PAYMENT OF FINAL BILL | :V-28 |
| CLAUSE-43 | : OVER PAYMENTS AND UNDER PAYMENTS | :V-28 |
| CLAUSE-44 | : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL | :V-29 |
| CLAUSE-45 | : FINALITY CLAUSE | :V-30 |
| CLAUSE-46 | : SUM PAYABLE BY WAY OF COMPENSATION TO IS BECONSIDERED REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS | :V-30 |
| CLAUSE-47 | : ARBITRATION | :V-30 |

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:

- A) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- B) **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.
- C) **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.
- D) **IWAI/ Authority/ Department/ Owner** shall : mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- E) **Day :** means a calendar day beginning and ending at mid-night
- F) **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.
- G) **Chairman:** means Chairman of Inland Waterways Authority of India.
- H) **Engineer-In-Charge (EIC) :** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- I) **Chief Engineer:** means the Chief Engineer of the Authority

V - 2

- J) **Director** : means the Director of the Authority, as the case may be.
- K) **Deputy Director** : means the Deputy Director of the Authority, as the case may be.
- L) **Assistant Director** : means the Asstt. Director of the Authority, as the case may be.
- M) **Assistant Hydrographic Surveyor** : means the Assistant Hydrographic Surveyor of the Authority, as the case may be.
- N) **Letter of Award** : means a letter from the Engineer – in –charge conveying the acceptance of The tender / offer subject to such reservation as may have been stated therein.
- O) **Work Order** : means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- P) **Month** : means the one Calendar month
- Q) **Week** : means seven consecutive calendar days
- R) **Day** : means a calendar day beginning and ending at mid-night.
- S) **Site** : means the waterway and / or other places through which the works are to be executed.
- T) **Vessel** : means the vessel/craft belonging to the Contractor for carrying out the work.
- U) **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.
- V) **Work/ works**: means work / works to be executed in accordance with the contract.
- W) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- X) District specifications means the specifications followed by the State Government in the area where the work is to be executed.

- Y) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2 : INTERPRETATIONS

- 1.1 Words imparting the singular only shall also include the plural; he includes she and vice- versa unless this is repugnant to the context.
- 1.2 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. The Security amount will be accepted in the following manner
- a) The contractor is required to deposit an amount equal to 5% of the tender value as performance security at the time of agreement or within the period prescribed for commencement of work as per work order 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 Kochi.
- b) A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the same along with the sum deposited as earnest money, will amount to balance Security deposit of 5% of the tendered value of the work. Interest will not be paid on security deposit.
- 3.2** 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.

- 3.3** All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.
- 3.4 If the contractor having been called upon by the Chairman 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 Chairman:
- 3.5 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**
- 3.6** 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.
- 3.7** No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.
- 3.8** If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the 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.

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 the agreement conditions, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

CLAUSE – 5 : SUFFICIENCY OF TENDER

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

CLAUSE – 6 : CONTRACT DOCUMENTS

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

CLAUSE – 7 : DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -
 - (a) Description in the Schedule of Quantities and Prices.
 - (b) Relevant Specifications and Special Conditions, if any.
 - (c) Drawings.
 - (d) General Specifications.

V – 6

- 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 there from 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 unit price.
 - (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.

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

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials/ parts to be used or workmanship employed in connection with the works.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.

- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE – 9: ASSIGNMENT AND SUB-LETTING

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

CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS

The contractors shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other agency properly authorised by Authority or any statutory body which may be employed at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works. In all matters of V - 7

conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

Clause – 11 : CHANGE IN CONSTITUTION

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to 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 ensue as provided for in the said clause-33.

CLAUSE – 12: COMMENCEMENT OF WORK

- 12.1 The contractor shall commence the work at the respective sites within 10 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.
- 12.2 The contractor shall strictly adhere to the repair schedule ie. Schedule `A` attached with the tender document.

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 contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:
- (a) Contract drawings if any, and revisions thereto
 - (b) Specifications or revisions thereof other than standard printed specifications Explanations, instructions etc.
 - (c) One copy of 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 Engineer-in-charge shall establish/indicate the Bench marks/Survey reference points and their elevations.
- 14.2 The Contractor shall be responsibility for the true and proper setting out of all the work (in relation to the aforementioned bench marks/survey reference points) for the correctness of the locations, grades dimensions and alignment of all components of the work and for the provision of all instruments, appliances, materials and labour required in connection therewith. If, at any time during the progress of the work, any error hall appear of arise in the location grades, dimension or alignment or any part of the work, the contractor on being required to do by the engineer-in-Charge shall at his own expense, rectify such, error to the satisfaction of the Engineer-in-Charge.

The contractor shall aforesaid all reasonable facilities and assistance to the Engineer-in-Charge for checking the setting out lines and grades established by the contractor. The checking of any setting out or of any line and grade by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof.

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. However, such deviation for individual item shall be limited to $\pm 10\%$ but the total value of the contract should not exceed 10%
- 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 Kochi 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 of vessel/materials 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 there under and the amount paid to them.

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

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

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

- i) Payment of Wages Act, 1936 (Amended)

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

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

- 25.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.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 ALCOHOLIC LIQUOR OR DRUGS.

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

25.15 ARMS AND AMMUNITION

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

25.16 REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or

negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without 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, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

V – 18

- 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, 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 upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same 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.
- 28.3 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.

CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE

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

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

- 29.2 (i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- (ii) Provided, however, in an eventuality as mentioned in sub-clause – 29.2 (i) above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in- Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- 29.3 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.
- 29.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.

- 29.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 29.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
 - ii) Property liability limits for each accident not less than Rs.1,00,000
- (b) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (c) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- 29.7 If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

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

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 33.5 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.
- 33.8 (a) The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- (b) The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

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" as per clause 27; 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/groups 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, not by way of penalty such amount as stipulated at 1/2% of contract value per week subject to a maximum 10% of total value of the contract.
- 35.2 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 may 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.
- 35.3 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.
- 35.4 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.
- 35.5 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 – 36: INSPECTION AND APPROVAL

- 36.1 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.
- 36.2 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, we do such work or Engineer-in-charge will Wright open and do the work, if necessary, at the expense of contract uncover such work at the contractor's expenses.

- 36.3 The Engineer-in-charge or his representative shall have covers at any time to in spite and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

CLAUSE – 37: COMPLETION CERTIFICATE

- 37.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and with in the specified time limit and terms and conditions of the contract. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract 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.
- 37.2 No certificate of completion shall be issued as stipulated under close 37.1 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 45ealized by the sale of Contractor's belongings / temporary arrangements. Should the expenditure on the aforesaid amount exceed the amount sale loss such contractor's belongings of temporary arrangements when the contractor shall on demand pay the amount of the excess expenditures OR the Engineer – in –Charge shall be tempered to recover same from any amount that may due to the contractor.

CLAUSE – 38: DEFECTS LIABILITY PERIOD

The Contractor shall be responsible to make good and remedy of the defects within such period as may be stipulated by Engineer – in – Charge, any defects which may develop or may be noticed before the expiry of the period mentioned in schedule ‘A’ and or special conditions of the contract from the certified date of completion of the entered work (including and comprising of all the group / sub-group or works, if any) covered under the contract.

CLAUSE – 39 MEASUREMENTS

- 39.1 The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.
- 39.2 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.
- 39.3 All items having a financial value shall be entered in daily log book/ measurement book prescribed by the Authority so that the complete record is maintained of all work performed under the contract and it should be duly submitted to authority after completion of work.
- 39.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.
- 39.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 39.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

39.7 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 – 40: PAYMENT ON ACCOUNT

40.1 Interim bills shall be submitted by the contractor on completion of specified minimum scope of works to be eligible to submit interim bills. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s) and take further steps for payment.

40.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

40.3 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.

40.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorised 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 authorised to receive such payments from the E-I- C.

OR

Payment shall be made through E- payment by the Engineer-in-Charge or his authorised representative. Such shall be made based on the Proforma attached in the tender document (Annexure –A) direct to the contractor on furnishing a stamped receipt for the amount of the bill.

40.5 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 contract.

40.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.

40.7 TDS(I-Tax and Value added tax) at the applicable rates shall be deducted from the payments due to the contractor.

CLAUSE – 41: TAXES, DUTIES AND LEVIES ETC.

- 41.1 The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise service tax or any other local or central taxes as applicable/ charged by Center or State Government 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. and any increase therein
- 41.2 However if a new tax or duty or levie (other than existing on the date of opening of the tender is imposed under a statute or law during the currency of the contract and the contractor becomes liable to and actually prices the same for obtaining materials required for bonafid views on the works contracted, when the contractor shall immediately informed the Engineer-in-charge in this regard the authority will reimburse the same to the contractor on production of satisfactory proof of payment)
- 41.3 Central/State sales tax on completed work under this contract if payable will be the responsibility the contractor and it will be deemed that his rates for the works are inclusive of same.

CLAUSE – 42: PAYMENT OF FINAL BILL

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

CLAUSE - 43: OVER PAYMENTS AND UNDER PAYMENTS

- 43.1 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.

- 43.2 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.
- 43.3 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.
- 43.4 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.
- 43.5 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 - 44: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

- 44.1 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.
- 44.2 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 – 45: 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 – 46: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

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

CLAUSE – 47: ARBITRATION

47.1 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.

(i) 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.

47.2 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.

- 47.3 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.
- 47.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 47.5 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.
- 47.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 47.7 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.
- 47.8 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.
- 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 KOCHI/KERALA and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

NOTE: In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93- PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to 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.

TECHNICAL AND SPECIAL CONDITIONS

1. SCOPE OF WORK

- a. The other terms and conditions for the works shall be as mentioned in the Bill of Quantity. The contractor has to deliver the entire materials at the mentioned site ie I.W.T Terminal, Binanipuram, Aluva, Kerala and to be assembled 50 nos. of slurry pipes (dredge discharge H.D.P.E pipes) with 2 nos. each side floaters and 3nos each Galvanized structure or bracket and necessary U-clamps on each slurry pipe. The H.D.P.E floaters (pipes with both end caps) shall be of 280mm OD, 4.5 Mtrs, working pressure-2.5Kg Cu.(BIS approved). The 3nos each G.I. support structures of 1200mm long, 100 mm size C-channel and 9nos each U-clamps suitable for fixing pipes of OD 280mm with nuts to be supplied and fixed each set of slurry (discharge) pipes with floaters. M.S flanges (split flanges- in 2 halves) suitable for the available slurry (discharge) pipe of inner dia 250mm also to be supplied and renewed on both ends of the available slurry pipes (100 flanges in two halves for 50 nos. pipes). The flexible neoprene rubber hoses of reputed make(BIS tested) of Size:ID-250mm,L-2.00M of minimum 6 kg/sq.cm working pressure, both end reinforced with rubber M.S flanges of OD-420mm,PCD-360mm ,thick-20mm with 12 nos. bolt holes of 25mm size to be supplied and connected with each set of flanges of slurry pipes/ discharge pipes having ID 250mm. The other mentioned items in the bill of quantity to be only supplied at the site in good condition. The contractor must appraise himself on the nature of supply of materials and the assembly works at site. Any clarification on the supply items already mentioned, the type of works to be carried out, replacement with new ones or same to be reused after necessary repair work etc., are to be obtained from Engineer-in-Charge (EIC) before the commencement of the work. Similarly, if the Contractor has any novel idea or plan the same should be revealed well in advance, for which no extra time or cost shall be admissible.
- b. The scope includes manufacturing and Supply of H.D.P.E floaters, rubber hoses and allied materials and assembly of 50 sets floating pipes as per bill of by using the available H.D.P.E discharge pipes 50 nos. available at IWAI Terminal at Binanipuram, Aluva(Kochi).
- c. All the materials to be delivered at IWT terminal, Binanipuram, Aluva, Kochi and assembling of 50 sets of floating pipes to be completed within 65 days.
- d. The contractor has to arrange the machinery/equipments/labours for unloading and assembling of pipes IWAI will not pay any extra amount other than the quoted amount.
- e. The required road permits for mobilization of materials to site may be arranged by contractor for which the letter of reference will be issued by this office.
- f. The contractor has to make his own arrangement for his staff's accommodation.
- g. The necessary power supply for welding machine will be provided by IWAI on cost basis.

2. MODIFICATIONS

In case any modification to the structure, the various system etc., other than the original ones are envisaged, all the drawings/plan, design information and method of execution etc., shall be supplied to the EIC before execution.

3. ASSEMBLING OF THE PIPES AND OTHER MATERIALS

Subject to and in accordance with the provisions of the contract, the contractor shall and in the best and most workmen like manner carry out the works to the satisfaction of the Engineer-in-Charge or his representative.

4. REPLACEMENT OF DEFECTIVE WORK, MATERIAL & FITTINGS

All materials supplying in carrying out this contract shall conform to the concerned standards of BIS or recognized classification society and shall be to the entire satisfaction of the Engineer-in-Charge or his representative. Any portion or portions of the materials, machinery or any of the works done under his contract which may be considered by the E.I.C or his representative to be defective or unsatisfactory or not in accordance with the specifications and plants and the requirements of the units shall be replaced in a manner satisfactory of E.I.C or his representative at the expenses of the contractor.

5. CONTRACTOR'S RESPONSIBILITY DURING THE SUPPLY AND WORKS

The said supply of materials and works shall be attended as required and the contractor shall pay & discharge all costs and liabilities there of and connected therewith and shall continue to be responsible for the safety of all materials until E.I.C or his representative takes delivery of the things. If any loss (whether total or otherwise) shall be sustained or incurred by the vessel by any means or from any cause during the performance the contractor shall at his own expense make good such loss to the entire satisfaction of the Engineer-in-Charge.

6. MATERIAL AND WORKMANSHIP

All the materials supplied shall be for the assembly works will be of marine quality as per BIS and acceptable to Engineer-in-Charge.

7. MEASUREMENT

All measurements shall be done as per the standard code of practice or as directed by Engineer-in-Charge or his representative.

8. REPLACED OLD PARTS/EQUIPMENT AND SCRAP

In case of replacement of spare parts and renewal of machinery, equipment and steel plate etc. all the replaced old parts/equipment/machineries; unserviceable items are to be handed over to Authority.

9. ARRANGEMENT OF CONTRACTOR

The contractor has to arrange for himself

- a. The required facilities such as tools, spare parts if required for the works etc at site.
- b. Water & other requirements at his own cost.

10. DELIVERY OF THE MATERIALS

The Authority will arrange to deliver the materials at the site after assembling the pipes.

11. APPROVAL TO THE ADDITIONAL WORK

The list of the additional work which are considered necessary as per recommendation of the E.I.C those which are directed during the course of works for satisfactory completion and subsequent commissioning, should be prepared jointly by EIC and contractor. Thereafter the contractor shall furnish quotation for those items of work for which rate would be derived from the agreement or afresh as the case may be in force along with extra time required for completion of all additional work. The rate for the additional work shall be approved as provided in Clause No. 14 of General Condition of Contract.

12. COMPLETION PERIOD

The supply of materials and assembling works shall be completed in all respects within the contractual delivery period unless until the same has been extended by Competent Authority for extra/additional work.

13. GUARANTEE OBLIGATION

The contractor shall for the period of six months from the date of handing over of the materials after assembling of pipes, guarantee for all the items that are attended/supplied/repared by the contractor and sub contractor on the vessel, against all defects which are due to defective material and/or workmanship, Guarantee period shall be extended by the No. of days the items remains in non operational due to the defects occurred during the guarantee and are to be rectified by the Contractor. Contractor shall attend such defects at place (site) wherever the units within a reasonable period on receipt of the notice. If such repairs are not attended as specified above and the items are to be kept idle, the Authority may levy penalty @ Rs. 1000/- day, which will be recovered from security deposit.

14. INSPECTION OF WORKS

In addition to the provisions contained in the clause 36 of General Conditions of Contract, the Authority may inspect/supervise the work by an employee / by the officer / by the Authority or through third party / agency appointed by the Authority for such purpose.

15. MATERIAL & WORKMANSHIP FOR ASSEMBLING WORK

All the materials shall be of approved quality either from various standard organizations such as BIS or other Govt. agencies. These are to be obtained from recognized and approved firms. The workmanship of the work shall be approved as standard prevailing in such type of work. All the material used shall be of best quality and acceptable to Engineer-in-Charge.

16. PAYMENT TERMS

In addition to the provisions contained in the Clause 40,41,42 & 43 of General Conditions of contract, the following stage payments shall be considered by IWAI.

80% of the materials cost shall be released subsequent to the safe delivery of all the material at site and on production of the receipt of the authorized representative of IWAI.

20% of the material cost and other labour cost etc. shall be released on the successful completion of the work in the site including the assembling/fitting to the satisfaction of the E-I-C or his representative

VII

PREAMBLE

1. General

The tenderers attention is drawn to the Conditions of Contract, Specifications, and Drawings which are to be read in conjunction with the Bill of Quantities.

This Preamble has been prepared in order to assist the Tenderer in pricing the Bill of Quantities and to serve as a guide to the measurement of quantities.

The method of measurement shall be as described in this preamble and metric system shall be followed. In case of any dispute in this matter, the Engineer-in-Charge decision shall be binding and conclusive.

The Contractor should allow against the items or in the prices for everything contained in these Bills of Quantities which has a monetary value.

Lump sum shall not be given where unit rates are applicable.

Unit rates and extensions shall be given in Indian Rupee to a maximum of two significant places of decimals.

The various documents collectively referred to herein as the Bill of Quantities jointly constitute the Bill of Quantities referred to in the Conditions of Contract.

No amendment which has not been authorised in writing by the Engineer-in-Charge shall be made to this Bill of Quantities.

1.1 Prices also deemed to include

Rates shall be comprehensive and include for the following:

- a) All obligations imposed by the Contract.
- b) Complying in every respect with the requirements and the considerations of the specifications and drawings.
- c) All considerations arising from the definitions incorporated into each preamble section.
- d) Labour for fixing and all associated costs.
- e) Materials and goods and all associated costs.
- f) Fitting and/or fixing materials and goods in any position, hoisting to any height/depth, temporary storage.
- g) Use of all types of required plant, equipment and tools including mobilization and demobilization and shifting etc.
- h) Any additional labours associated with measures items.
- i) All Survey work
- j) Taxes. Octroi or such statutory levies incidental to the work or materials supplied therefore.

The Contractor shall carry out excess quantity of work at the same quoted rates as per clause 16 of General Conditions of the Contract Vol - I.

1.2 Rates and sums to be for works complete.

Notwithstanding any limits which may be implied by the wording of the individual items and/or the explanations in this Preamble, it is to be clearly understood by the Tenderer that the rates and sums which he enters in the Bill of Quantities are to be for the work finished complete in every respect and he will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. The rates and sums must therefore include for all incidental and contingent expenses and risks of every kind necessary to execute complete and maintain the whole of the works in accordance with the Contract.

No claims will be considered for further payment in respect of any work or method of execution which may be described in the Contract or is inherent in the execution of the work and detailed in the Drawings or account of (a) items having been omitted from the Bill of Quantities or (b) in preamble or (c) no mention of such work or method of execution having been made in the Preamble.

Item against which no rate or sum is entered by the Tenderer, whether quantities are stated or not, will be regarded as covered by other rates in the Bill of Quantities.

The quantities for work and materials stated in the Bill of Quantities are not to be considered as limiting or extending the amount of work to be done or materials to be supplied by the Tenderer.

1.3 Protection of work and cleaning up on completion

The Contractor shall allow in his rates for protecting existing conditions and complete work from damage, making good all damage due to any causes whatsoever, for cleaning away rubbish as it accumulates and leaving the site in a tidy condition to the satisfaction of the Engineer-in-Charge.

1.4 Application of Preamble to Additional work

The clauses of this Preamble will also apply to any additional or various which the Tenderer may be required to execute under this Contract except where specifically amended or supplemented by the instructions given to him to carry out each work.

The Engineer-in-Charge may, if in his opinion it is necessary or desirable, order in writing that any additional or substituted work shall be executed on a mutually agreed rate.

1.5 Rates and sums to bear proper relation to work described

The rates and sums entered by the Tenderer against all items of the Bill of Quantities must bear a proper relationship to the cost of carrying out the work described in the contract. All costs and similar charges which are applicable to the Contract as a whole are to be spread over all the rates of the Bill of Quantities, while those which apply to particular sections of the Contract are to be spread only over the items to which those sections refer.

1.6 Method of measurement

The works as executed will be measured for payment in accordance with the standard measurement procedure notwithstanding any custom to the contrary.

Unless otherwise mentioned in the description of the item, this Bill of Quantities shall be applicable for work in any depth, height, position or condition.

1.7 Mobilization and Demobilizations

No mobilization or demobilization charges will be paid to the Contractor.

1.8 Idle time

No idle time charges will be paid to the Contractor on any account.

1.9 Rate

The rate for the work o per item squarely and totally include all the charges to be Contractor by the Authority.

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM
(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)**

NAME OF THE PROJECT : _____

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:

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

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH OF THE BANK : _____

BRANCH CODE : _____

ACCOUNT TYPE (SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorised Signatory

Date:

BANK CERTIFICATION

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

Date

Authorized Signatory

Authorization No. _____

Name: _____

Official Seal / Stamp

IX

DRAFT AGREEMENT

No.IWAI/COCH/AGR/MM(3A)/2010-11/

Dt.

This agreement made on _____day_____year_____between the Inland Waterways Authority of India (hereinafter called the 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/S -----
------(hereinafter called the 'CONTRACTOR' which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in office) on the other part.

WHEREAS THE IWAI desirous of commissioning service of a Contractor to assume total responsibility of "Supply & Assembling of H.D.P.E floaters (pipes with both end caps), Flexible Neoprene- rubber hoses and other allied materials with the available dredging discharge pipes(50nos.) of CSD-Champakkara at IWT terminal, Binanipuram, Aluva". WHEREAS CONTRACTOR has agreed to undertake the work. The terms and conditions were finalized between IWAI and CONTRACTOR so that IWAI has awarded the work order No.-----.WHEREAS the contractor has furnished Rs...../- (Rupees ----- only) as security deposit in addition to the E.M.D amount of Rs. -----/(Rupees----- only) for the due fulfillment for all the conditions of this contract and balance sum of security amount Rs. ---- /-(Rupees ----- only) will be recovered by deducting at the rate of 10% the gross amount of each running / full amount from the final bill.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

The Contractor hereby covenants with the Authority to complete the work in conformity in all respects, with provisions of the Agreement.

The Authority hereby covenants to pay the Contractor in consideration of such completion of work, the contract price at the time in the manner prescribed by the Contractor.

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the original tender document. The tender documents, the work order and other documents exchanged between IWAI and Contractor shall be as mentioned below deemed to form and be read and construed as part of this Agreement.

- 1.-----
- 2.-----
- 3.-----

IN WITNESS WHERE OF the said IWAI has caused Sh.----- on behalf of Inland water ways Authority of India hereunto set his hand and the said Sh. -----
----- has hereunto affixed it`s seal and signed on the day, month and year first above written.

Executed by IWAI through Shri N.SIVARAMAN, DIRECTOR

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day, month and year first written.

For and behalf of
Inland Waterways Authority of India.

For and behalf of
(Contractor)

Signature:-.....

Signature.....

(Seal)

(Seal)

Witness:

Witness:

1.

1.

2.

2.

-X-

Volume – 2 (Financial Bid)

TENDER No. IWAI/COCHI/MM(45)/2010-11.

BILL OF QUANTITY

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Head Office : A-13, Sector – 1, Noida-201 301 (U.P.)

Address of Issuing Office : National Waterway Road, N.H. 47 Bye Pass,
Kannadikkadu, Maradu, Ernakulam – 682 304.
Ph. 0484 -2389804, 0484-2389445

BILL OF QUANTITY

| Sl. No. | Description of work/materials | Unit | Qty | Rate (Rs.) | Amount (Rs.) |
|---------|---|--|-----|------------|--------------|
| 1. | Supply of H.D.P.E floaters(pipes with both end caps) of reputed make of size:-- 280mm OD, 04.50Mtr long of minimum 2.5 Kg/Sq.cm working pressure with both end caps(BIS tested) for converting the available 50 nos,6m length ,250mm ID , H.D.P.E shore pipes/slurry pipes as floating pipes by attaching 2nos each floaters (side pontoons) on both side of slurry pipes. | Nos | 100 | | |
| 2 | Supply of flexible neoprene rubber hoses of reputed make(BIS tested) of Size:ID-250mm,L-2.00M of minimum 6 kg/sq.cm working pressure, both end reinforce with rubber M.S flanges of OD-420mm,PCD-360mm ,thick-20mm with 12 nos bolt holes of 25mm size so as to connect with the flanges of slurry pipes/ floating pipes having ID 250mm. | Nos | 50 | | |
| 3. | Fabrication and supply of G.I structure/brackets (C-channel size:-100 ,1200mm long) and U- clamps having both end threads for fixing 280mm OD pipes including nuts for assembling 50 sets of slurry pipes with the floaters. (Each set consisting 3nos each G.I structure/brackets and 9nos U clamps with nuts etc.) | Set (Each set consisting 3nos each G.I structure/b rackets and 9nos U clamps with nuts etc.) | 50 | | |

| | | | | | |
|--|--|--------------------------------|-------------|--|--|
| 4. | Fabrication and supply of M.S split flanges (2pieces/pair) of 20mm thick suitable sizes for providing the same to both ends of H.D.P.E slurry pipes/shore pipes of 250mm I.D/ as per sample. | .Pairs. (2 halves per pair) | 100 | | |
| 5. | Supply of Nuts , bolts with washers as per the following sizes for assembly of each slurry pipes / rubber hoses. (1) Size:-3/4”diaX6” L (2) Size :- 1/2”diaX3” L | Nos Nos | 1000 500 | | |
| 6. | Supply of rubber sheets of 6mm thick for making packing for fitting of pipes. size;- 1MtrX 2 Mtr | Nos | 10 | | |
| 7. | Supply of Pool type anchors of 180kg wt of (C.I) appropriate material of marine quality.(sample is available for inspection) | Nos | 5 | | |
| 9 | Labour charges and other miscellaneous charges for assembling /fitting etc for 50 sets of dredging pipes (floating) including fitting of rubber hoses at IWT Terminal, Binanipuram, Aluva. | set | 50 | | |
| Total amount including, labour charges, material cost and all over heads such as Transportation, levies, duties, taxes, Service taxes and all other charges etc | | | | | |

(Total Rupees-----)

Place:
Date:

Authorized Signature:

(Name of firm with full address)