

TENDER No.IWAI/COCH/36(4) M/2010-11



Volume- 1 (Technical Bid)

**TENDER DOCUMENT FOR
PAINTING OF IWAI OFFICE BUILDING
AND COMPOUND WALL WITH PLASTIC EMULSION /
PREMIUM ACRYLIC PAINT / SYNTHETIC ENAMEL PAINT
AT IWT TERMINAL, MARADU IN NW.3**



**INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways, Govt. of India)
NATIONAL WATER WAY ROAD, N.H.47, BYE PASS, KANNADIKKADU
Maradu, Ernakulam - 682 304.**

LIST OF CONTENTS

Volume - 1

<u>Sl. No.</u>	<u>Description</u>
I.	(i) Tender Form (ii) Notice Inviting Tender
II.	(i) Information & Instruction to Tenderers (ii) Special information for the attention of Tenderers
III	(i) Preamble
IV	(i) Warranty Form Schedule 'A' - Schedule for completion of work Schedule 'B' - List of Plant including floating craft machinery & equipment available with the Contractor
V	(i) General Conditions of Contract
VI.	(i) Technical Specification & Special Condition of contract. (ii) Draft Agreement (iii) Annexure

Volume - 2

VIII	Bill of Quantities
------	--------------------

(i) TENDER FORM

To

The Director,
Inland Waterways Authority of India,
National Waterway Road,
N.H.47, Bypass, Kannadikkadu,
Maradu, Ernakulam - **682 304**.

I/We have read and examined the tender documents relating to the work of "Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3".

<u>Vol.: 1</u>	<u>Condition of Contract</u>		
I.	(i) Tender form	: 2	pages
	(ii) Notice Inviting Tender	: 2	pages
II.	(1) Information & Instruction for tenderers	: 4	pages
	(2) Special information for the attention of tenderers	: 3	pages
III.	Preamble	: 3	pages
IV.	Warranty Form	: 2	pages
	Schedule A & B	: 2	pages
V.	General Conditions of Contract	: 35	pages
VI.	(1) Technical specifications and Special Conditions	: 3	pages
	(2) Draft Agreement	: 2	pages
<u>Vol : 2</u>	Bill of Quantities	: 1	pages

2. I / We hereby tender for execution of the works referred to in the documents mentioned in paragraph 1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the specifications, designs, drawings and other details given therein and at the rates contained in Bill of Quantities.

3. I/We agree to keep this tender open for acceptance for 90 days from the date of opening of tender and also agree not to make any modifications in its terms and conditions of our own accord.

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 the acceptance of our tender if I/We fail to commence the execution of the works as provided in the documents referred to in paragraph 1 above.

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 be 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, specifications etc. As contained in your tender documents, referred to in paragraph 1 above, and is further certified that it does not contain any deviation to the aforesaid documents.

Signature along with seal of Company
(Duly authorised to sign the Tender on
behalf of the Contractor)

Name
Designation.....
Name of the Company.....
(IN BLOCK LETTERS)
Date.....

Witness:

Signature :
Name & Address:

Postal address.....
.....
.....

Signature :
Name & Address:

Telegraphic address.....
Telephone/Fax No.....
Telex No.....

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways, Govt. of India)
National Waterway Road, N.H.47 Bypass Kannadikkadu,
Maradu, Ernakulam – 682 304

TENDER NOTICE

Sealed tenders are invited from registered and experienced contractors for undertaking the following work in National Waterway No.3:-

Name of Work: Painting of IWAI office building and compound wall with plastic emulsion/ premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3 at the estimated cost of Rs. 2.11 lakhs.

Tender document can be purchased from the office of the Director, IWAI, Kochi, in the above address by depositing cash or non refundable Demand Draft of Rs.520/- (including 4% VAT) drawn in favour of “IWAI Fund” payable at Kochi from 19.02.2011 to 26.02.2011. Submission of tender alongwith requisite EMD of Rs.4,220/- shall be upto 15.00 hours on 28.02.2011 and same day at 15.30 hrs tender will be opened for evaluation.

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/- i.e., an amount equal to the cost of tender document along with tender in the form of non refundable demand draft made in favour of ‘IWAI fund’ payable at Kochi on any nationalized/ schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

DIRECTOR

(ii) Notice Inviting Tender

Tender No. IWAI/COCH/36(8) M/2010-11

Sealed tenders are invited from experienced and registered Contractors with Central / State Govt. agencies for Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3, at the estimated cost of Rs. 2.11 lakhs, as per the brief specifications mentioned below:

“Painting of IWAI office building and compound wall with approved quality (viz., Berger, Nerolac, Deluxe) plastic emulsion (interior) / premium acrylic paint (exterior) / synthetic enamel paint (doors/widows/grills etc.) at IWT terminal, Maradu in NW.3, as per the BOQ specification & drawing”.

Tender document may be collected from the office of Director, Inland Waterways Authority of India, National Waterway Road, N.H-47 Bypass, Kannadikkadu, Maradu, Ernakulam - 682 304. The details with regard to cost of tender, EMD, sale period, submission & opening of tender, completion period etc, are as follows:

- Earnest Money Deposit : Rs.4,220/-
- Cost of Tender Document : Rs.520/-
- Sale of Tender Document : From 19.02.2011 to 26.02.2011 during office hour up to 3.00 P.M.
- Last date of submission : 28.02.2011 up to 3.00 P.M.
- Date of opening of Tender : 28.02.2011 at 3.30 P.M.
- Period of execution : Four weeks from the date of award of work.

Director

Issued to: -----

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 access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work ;
- b) Requirement 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 or obtained there from ;
- d) Source and extent of availability of suitable materials including water etc. 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 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 or 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.

II-2

- 2.3 The tenderers should note and bear in mind that the Authority shall bear no responsibility 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 or 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 addresses, or by 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 of Attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. Such Company or 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 evidence 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 witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signature. Signatures affixed at the end of each page in the tender documents should be dated ; and

II-3

- 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 tools & plants, equipment and machinery/workshop facility and its planning schedule as required and available vide Schedule 'B' of the Tender Document ;
 - b) Details of Technical and other Supervisory personnel, existing and/or proposed to be employed by the tenderer whom he proposes to utilize/employ further for this work ; and
 - c) Relevant information pertaining to the capacity, financial resources (solvency certificate) and experience of the tenderer as under:-
 - i. 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 during last 5 years ending last day of month previous to the one in which this tender is invited should be either of following:
 - a. Three similar works costing not less than 40% of the estimated cost; **or**
 - b. Two similar works costing not less than 50% of the estimated cost; **or**
 - c. One similar work completed not less than 80% of the estimated cost
 - ii. Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than 30% of the estimated cost.
 - d) Copy of registration/accreditation with PWD/IRS/Port etc.
- 5.
- a. Earnest Money Deposit of Rs. 4,220/- (Rupees four thousand two hundred and twenty only) must accompany each tender. This deposit shall be in the form of Demand Draft drawn in favour of **"IWAI Fund"** from any Nationalized / schedule 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 withdraws his tender or fails to start the work on getting letter of intent, the Earnest Money thus deposited shall be forfeited;

II - 4

- 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 quoted shall be written both in words and in figures. Tenderer 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 without assigning any reason.
8. Tenders may be opened by the duly constituted Tender Committee, in the presence 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 unattested 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 is 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 or 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 superscribing **“Tender for Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in National Waterway No.3,”** shall be addressed to the Director, Inland Waterways Authority of India, National water way Road, N.H.47 Bypass, Kannadikkadu, Maradu, Ernakulam - 682 034 and submitted at this office up to 15.00 hours on 28.02.2011. The tenders shall be opened at 15.30 hrs on the same day in the presence of the Tenderer / Authorised representatives (if desires, to be present).

II - 5

11. Tender(s) received late on account on 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 90 days from the date of opening of the tender.
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.

SPECIAL INFORMATION FOR THE ATTENTION OF TENDERERS

1. This tender schedule is for the work of Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in National Waterway No.3.
2. The tender papers should be submitted in two cover system.
3. The first cover should contain the technical bid of the tenderers and the following details are to be placed in sealed cover duly superscribing **“Technical bid for Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in National Waterway No.3.”**
 1. The entire tender documents duly signed;
 2. Earnest Money Deposit (EMD) as prescribed;
 3. Latest solvency certificate to prove the financial capability from any Nationalized/Scheduled Bank for an amount not less than the specified at II-4 (c) (ii)
 4. Registration of the firm with any State / Central Govt. Department, IRS, MES, CPWD, Port Trust along with recent renewal, if any.
 5. Experience certificate with details of similar work executed.

II - 6

6. The availability of suitable equipment such as, concrete mixer machine, any other equipment & accessories, sources & sources of the same, the present deployment, mobilisation time, capacity and details of the equipment etc., to undertake the subject work should be given. A letter of consent from the owner 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;
7. 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.

4. The second cover should contain the financial bid of the tenderers (Bill of Quantities) duly filled in the specified form and placing the quotation in sealed cover duly superscribing **“Price bid for Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in National Waterway No.3.”**

5. 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.

6. 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).
7. 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.
8. 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.

II - 7

9. No conditions/statements other than that mentioned in the tender/called for shall be enclosed with this tender.
10. The following dates are strictly to be adhered to:-

The tender document shall be issued from.19.02.2011 to 26.02.2011 during 10.00 A.M to 3.00 P.M on all working days. The filled in tender form will be received up to 15.00 hours on 28.02.2011 and the bid will be opened on the same day at 15.30 hours.
11. IWAI reserves the right to reject any/all the tenders without assigning any reason thereof.

III – 1

PREAMBLE

1. General

The tenderers attention is drawn to the Conditions of Contract, Specifications, 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 these 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.

III - 2

- 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 supplier there for

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 of 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.

III - 3

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 Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3, per item will squarely and totally include all the charges to be paid to the Contractor by the Authority.

IV - 1

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 work required for the work of “Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3,” and the local site conditions and having undertaken to execute the said works.

DO HEREBY WARRANT THAT:-

1. The Contractor is familiar with all the requirements of the Contract.
2. The Contractor has investigated the site and satisfied himself regarding the nature of the work, and local conditions that may affect the work or its performance.
3. The Contractor shall mobilise all necessary plants, tools & equipment required for the work along with necessary manpower to construction site within ten days from the date 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 Charge 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.

IV - 2

10. The Contractor is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or 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 material 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 or compensation and non-issue of tender documents in future.

Date:

For and on behalf of the
Contractor

Schedule - A

(i) Schedule for completion of Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3:-

Period of Work: four weeks from the date of issue of work order.

S. No.	Details of Work	Time period * (in weeks)	Remarks

1.	Painting of IWAI office building and compound wall with plastic emulsion / premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3, as per drawing & specification.		

*Note: Tenderer to indicate his detailed work programme.

Date:

For and on behalf of Tenderer

Schedule-B

(ii) LIST OF TOOLS AND PLANTS INCLUDING FLOATING CRAFTS, MACHINERY AND OTHER EQUIPMENT REQUIRED AND AVAILABLE WITH THE TENDERER /AVAILABLE ON HIRE FOR DEPLOYMENT AT THE WORK SITE.

(To be furnished by tenderer)

S No.	Name of machinery equipment	Qty.	Description size, capacity	Years of service	Present location
-------	-----------------------------	------	----------------------------	------------------	------------------

i) Available

ii) To be procured / hired by the tenderer

Date:

For and on behalf of Tenderer

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

C O N T E N T S

CLAUSE-1	:	DEFINITIONS	:	V-I
CLAUSE-2	:	INTERPRETATIONS	:	V-3
CLAUSE-3	:	SECURITY DEPOSIT FOR PERFORMANCE	:	V-3
CLAUSE-4	:	REFUND OF SECURITY DEPOSIT	:	V-4
CLAUSE-5	:	SUFFICIENCY OF TENDER	:	V-4
CLAUSE-6	:	CONTRACT DOCUMENTS	:	V-4
CLAUSE-7	:	DISCREPANCIES AND ADJUSTMENT OF ERRORS	:	V-5
CLAUSE-8	:	DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE	:	V-6
CLAUSE-9	:	ASSIGNMENTS AND SUB-LETTING	:	V-7
CLAUSE-10	:	FACILITIES TO OTHER CONTRACTORS	:	V-7
CLAUSE-11	:	CHANGES 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-9
CLAUSE-14	:	SETTING OUT THE WORKS	:	V-9
CLAUSE-15	:	URGENT WORKS	:	V-10
CLAUSE-16	:	DEVIATIONS	:	V-10
CLAUSE-17	:	CONTRACTOR'S SUPERVISION	:	V-12
CLAUSE-18	:	INSTRUCTION AND NOTICE	:	V-12

CLAUSE-19	:	PLANTS AND EQUIPMENTS	:	V-13
CLAUSE-20	:	PATENT RIGHTS	:	V-13
CLAUSE-21	:	MATERIALS	:	V-14
CLAUSE-22	:	LAWS GOVERNING THE CONTRACT	:	V-15
CLAUSE-23	:	WATCHING AND LIGHTING	:	V-15
CLAUSE-24	:	WORKS DURING NIGHT OR ON SUNDAYS AND HOLIDAYS	:	V-15
CLAUSE-25	:	LABOUR	:	V-15
CLAUSE-26	:	MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS ETC.	:	V-20
CLAUSE-27	:	FORCE MAJEURE	:	V-21
CLAUSE-28	:	LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATIONS THEREOF	:	V-22
CLAUSE-29	:	CONTRACTORS LIABILITY AND INSURANCE	:	V-22
CLAUSE-30	:	SUSPENSION OF WORKS	:	V-25
CLAUSE-31	:	FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK	:	V-26
CLAUSE-32	:	TERMINATION OF CONTRACT ON DEATH	:	V-26
CLAUSE-33	:	DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART	:	V-27
CLAUSE-34	:	COMPLETION TIME AND EXTENSIONS	:	V-30
CLAUSE-35	:	COMPENSATION FOR DELAY	:	V-30
CLAUSE-36	:	INSPECTION AND APPROVAL	:	V-31
CLAUSE-37	:	COMPLETION CERTIFICATE	:	V-32

CLAUSE-38	:	DEFECTS LIABILITY PERIOD	:	V-33
CLAUSE-39	:	MEASUREMENT	:	V-33
CLAUSE-40	:	PAYMENT OF ACCOUNT	:	V-34
CLAUSE-41	:	TAXES, DUTIES AND LEVIES ETC.	:	V-35
CLAUSE-42	:	PAYMENT OF FINAL BILL	:	V-36
CLAUSE-43	:	OVER PAYMENTS AND UNDER PAYMENTS	:	V-36
CLAUSE-44	:	CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL	:	V-37
CLAUSE-45	:	FINALITY CLAUSE	:	V-38
CLAUSE-46	:	SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS	:	V-38
CLAUSE-47	:	ARBITRATION	:	V-38

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 document forming the tender acceptance thereof and the formal agreement executed between the Inland Waterways Authority of India and the contractor, together with documents referred to therein, other wise, it shall mean the tender notice, information and instructions for tenderers, tender documents containing (including the warranty, schedule of quantities and prices, and other schedules attached thereto), general conditions of the contract, special conditions, if any, specifications, designs, drawings and letter of award thereof etc.
- 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 legal heirs, successors, executors, representatives or assigns, approved by the Engineer-in-Charge.
- D Authority: means the Inland Waterways Authority of India (IWAI), having its Head office at A-13, Sector - 1, NOIDA, UP - 201 301 and includes their legal representatives, successors and assign.
- E Day: means a calendar day beginning and ending at mid-night.
- F Drawing: means the drawing referred to in the specifications and/ or appended with the tender document, any modification of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual construction 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: means the officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of the and/or the Engineering Officer appointed by the IWAI or its duly authorized representative to direct, supervise and be in-charge of the works for the purpose of this contract
- I Chief Engineer: means the Chief Engineer of the Authority as the case may be.
- 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 Asst Director: means the Asst. Director of the Authority as the case may be.
- M Letter of award: means a letter from the Engineer-in-Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- N Work Order: means a letter form the Engineer-in-Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- O Month: means the Calendar month.
- P Site: means the land and/or other places through which the works are to be executed.
- Q Vessel: means the vessel/craft belonging to the Contractor for carrying out the work.
- R Urgent Works: means any urgent nature which in the opinion of the Engineer-In-Charge becomes 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 vessels, structure, or required to accelerate the progress of work which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- S Week: means seven consecutive calendar days
- T Work/works: means work/works to be executed in accordance with the contract.

CLAUSE-2: INTERPRETATIONS

- 2.1 Words imparting the singular only shall also include the plural, i.e. he includes she and vice-versa unless this is repugnant to the context.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construe thereof.

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 finish 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 deposit will be accepted in the following manner. The contractor is required to deposit an amount equal to 5% of the value of work as performance security at the time of agreement or within the period prescribed for commencement of work in the work order in the form of crossed DD on any nationalized bank of India drawn in favour of "IWAI Fund" payable at Kochi. 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 value of work. The security deposit shall not carry any interest.
- 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 delay. If the explanation offered is found unsatisfactory, he may forfeit the security deposit and/or withhold payment of pending bills in whole or in part.
- 3.3 All compensations 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 due or may become due to the contractor by the Authority on any account whatsoever.

Also, in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit in his Security Deposit.

CLAUSE-4: REFUND OF SECURITY DEPOSIT

The security deposit less any amount due shall, on demand, be returned to the Contractor on the expiry of Defects Liability period or on payment of the amount of the final bill payable in accordance with clause 42, whichever is later, provided the Engineer-in-Charge is satisfied and issues a Certificate mentioning that there is no demand outstanding against the contractor.

CLAUSE-5: SUFFICIENCY OF TENDER

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

CLAUSE-6: CONTRACT DOCUMENTS

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

CLAUSE-7: DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions. In 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
 - (b) Relevant Specifications and Special Conditions, if any
 - (c) Drawings;
 - (d) General Specifications
- 7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the true intent and meaning of the drawings and specifications shall be final and binding.
- 7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission 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 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 prices amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.

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

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials/parts to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Authority or to make any variation in 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 shall be deemed 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 any 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 shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE-9: ASSIGNMENT AND SUB-LETTING

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorize the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be sublet, the name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorization by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor. However, the employment of piece rate workers 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 statutory body which may be employed at the site for execution of any work not included in the contract or of any contract which the Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on all the parties. No extra claim will be entertained in this regard.

CLAUSE-11: CHANGE IN CONSTITUTION

Where the contractor is partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention of Clause-32 hereto 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 mobilize the required equipment and commence the work within 10 (Ten) days after the receipt of letter of award and shall proceed with the same expeditiously and without delay as may be expressly sanctioned or ordered by the Engineer-in-Charge. If the contractor commits default in the commencement of the work 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.
- 12.2 The contractor shall strictly adhere to the construction schedule i.e. Schedule 'A' attached with the tender document.
- 12.3.1 The contractor shall submit along with his tender the planning, phasing and sequence of construction of activities. Time and Progress Chart within the frame work of work schedule for achieving the completion target of work(s) as a whole and also of each group/sub-group of work(s) showing the order or procedure and a statement showing the method and techniques of executing by which the contractor proposes to carry out the works. Such charts or program shall be prepared in direct relation to the construction schedule i.e. Schedule 'A'. It shall indicate the commencement and completion of various trades or sections of the work, distribution and balancing of work load pertaining to construction/erection activities in various

stretches /components parts of work into working seasons duly taking into account working months available in each working season and number of working days available for working months to arrive at seasonal monthly average and seasonal monthly peak progress with corresponding time periods. Such construction planning shall form integral part of the agreement. Contractor shall have to strictly adhere to such an agreed planning and scheduling.

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 materials and otherwise in every respect in strict conformity with the specification laid down or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 13.2 The contractor shall be entitled to receive on demand, in addition to the contract documents, in accordance with the provisions of Clause 6.2, the documents set forth herein in respect of the work on commencement on during the performance of the contract:
- (a) Contract drawings if any and revisions thereto.
 - (b) Specifications or revisions thereof other than standard printed specifications.
 - (c) Explanations, instructions etc. one copy. Such further drawings, explanations, 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 the 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 responsible 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 shall appear or arise in the location grades, dimension or alignment or any part of the work, the contractor on being required to do so by the Engineer-in-Charge shall at his own expense, rectify such, error to the satisfaction of the Engineer-in-Charge.
- 14.3 The contractor shall afford 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 whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed with mutually acceptable terms, conditions and rates.

CLAUSE-16: DEVIATIONS

- 16.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications or drawings or designs 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 such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.

- 16.2 The rates for such items of work as are required to be executed due to deviations as stated in sub-clause 16.1 above shall be payable in the manner as stated hereunder subject to the conditions that the total variations so ordered and the cost of work executed / to be executed by the contractor shall not exceed the contract value unless written prior approval is given.
- i) The rates already provided in the schedule of quantities shall apply in respect of same item (s) of work to be executed due to variation.
 - ii) In case same items are not available in the schedule of quantities, the rates of such items as far as practicable shall be derived from the quoted rates of analogous item(s) in the schedule of quantities after actual observance at site. The decision to select analogous item(s) shall be taken by the Engineer-in-Charge which shall be conclusive and binding on the contractor.
 - iii) Provided where some extra items and /or analogous items are not available in the schedule of quantities and for the variation in respect of items exceeding the prescribed limit as aforesaid, the rates for such item(s) to be executed shall be determined by the Engineer-in-Charge on the basis of actual analyzed cost comprising of the cost of material to be supplied by the contractor (including transportation and taxes, levies if paid), labour actually engaged for the particular work, cost of operation of plant and machinery used for the work plus such per cent to cover the overhead profits contractor's supervision and other charges, if any. The decision of the Engineer-in-Charge in deriving rates as aforesaid shall be conclusive and binding on the contractor.
- 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 the 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 any circumstances, the contractor shall not at any stage suspend the work on account of non-settlement of rates of such deviated items.

CLAUSE-17: CONTRACTOR'S SUPERVISION

- 17.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, 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 this 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 he deems fit during which, 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.
- 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. In the case of service by post, the same 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 authorised 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 true copy of such instruction(s)

CLAUSE-19: PLANTS AND EQUIPMENTS

- 19.1 The Contractors shall provide and install all necessary plant, equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract which shall ensure the completion of work(s) within the specified time.
- 19.2 The tenderer shall submit as per Schedule B full details of his plant, equipment and machinery proposed to be deployed for work(s) along with its planning schedule showing month wise phasing in accordance with the schedule i.e. Schedule A. The Schedule B submitted by the tenderer should conform to the Schedule A. The plant, Equipment and machinery Schedule as submitted shall be mutually discussed and finalized with successful tenderer and approved before award of work and this shall form integral part of the agreement.
- 19.3 Subject to the availability of any item of Authority's plant, equipment and machinery and at the written request of the contractor, such plant, equipment and machinery may be issued to the contractor on hire for being deployed on the work contracted for at predetermined 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 proceedings relating to infringement or use of any patent or design or an 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, of say such matters 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 reimbursed 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

- 21.1.1 The contractor shall at his own expenses provide/arrange all materials required for the bona-fide use on work under the contract and also for initial mobilization, preliminary, enabling and ancillary works.

- 21.2 All materials 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 as may be specified by the Engineer-in-Charge for his approval before use in the works. The Engineer-in-Charge shall 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 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 within 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/plants intended to be used in or in the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at 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 laws governing the contract unless otherwise herein after provided this contract shall be governed by the Indian Laws from the time being in-force. The Court having jurisdiction shall be those in the state of Kerala only.

CLAUSE-23: WATCHING AND LIGHTING

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

CLAUSE-24: WORKS 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 at night or 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 may, however, direct the contractor that the work may be carried out on holiday, 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 fifteen years of age. The contractor should also obtain a valid labour license under the contract labour (Regulation & abolition) Act 1970 (Central Act 37 of 1970) and the contract labour (Regulation & abolition) Rules 1971 before the commencement of the said work and continue to have a valid license until the completion of the work.
- (b) If any foreigner is employed by the contractor to work within the site the contractor shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.
- (c) The Contractor is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement, accepted without obtaining the previous permission of the Authority or the Chairman as the case may be. Any 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 clauses, 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 of descriptions by trades of the workers or people employed on the works. The contractor shall also submit on the 4th and 19th of every month and the first half of the current month to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month:-
- i) The accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and
- ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.

- 25.3 The Contractor shall pay to labourer employed by him either directly or through sub - contractors wages not less than wages as defined in Contract labour (Regulation and Abolition) Act 1970 (Central Act 37 of 1970) with General Rules frames thereunder and amendments made from time to time.
- 25.4 The Contractor shall in the respect of labour employed by him either directly or through sub-contractor comply with or cause to be complied with the provisions of the contract, Labour (Regulation and Abolition) Act 1970 (Central Act 37 of 1970) and Rules framed thereunder in regard to all matters provided therein.
- 25.5 The Contractor shall comply with the provision of all the Acts Laws and Regulations 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 (Central Act 4 of 1936);
 - ii Minimum wages Act. 1948 (Central Act 1 of 1948);
 - iii The Contract Labour (Regulation & Abolition) Act, 1970 (Central Act 37 of 1970) with Rules framed thereunder;
 - iv Workmen's Compensation Act. 1923 (Central Act 24 of 1938);
 - v Employer's Liability Act 1938 (Central Act 24 of 1938);
 - vi Maternity Benefit Act. 1961 (Central Act 53 of 1961);
 - vii The Industrial Employment (Standing orders) Act. 1946 (Central Act 20 of 1946);
 - viii The Industrial Disputes Act. 1947 (Central Act 14 of 1947);
 - ix Payment of bonus Act. 1965 (Central Act 21 of 1965);
 - x The Personal injuries (Compensation Insurance) Act. 1963 (Central Act 37 of 1963);

The Contractor shall take into account all the above said financial liabilities in his quoted rate 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 employee's 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" (Central Act 34 of 1948). 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 contractor 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 1970 (Central Act 37 of 1970) and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, non-payment of wages or of deductions made from him for wages which are not justified by the terms of the contract or non-observance of the said Act and Rules framed thereunder with amendments made from time to time.
- 25.8 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.5 above without prejudice to his right to claim indemnity from his sub-contractor. 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 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 other payments due under this contract or on 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 of the Contractor committing a default or breach of any of the provisions of the Labour (Regulation and Abolition) Act 1970 (Central Act 37 of 1970) 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 materially incorrect, then on the report of the inspecting officer as defined in the relevant Acts and Rules as referred to 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 and in the event of the contractor's default is continuing in this respect the liquidated damages may be enhanced to Rs.50/per day for each day of default subject to a maximum of 5 % of the estimated cost of the works put to tender. 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 Provision/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed thereunder 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 “Provision’s/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 all 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 form 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 (Central Act 8 of 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 such action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may which may with the consent of the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, (Central Act 8 of 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 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 demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

25.14 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 remain the property for 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 immediately upon the discovery thereof and before removal acquaint the Engineer-in-Charge's with such discovery and carry out the Engineer-in-Charges 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, law and order matters arising out of and as direct consequence to execution of work and other such cause over which the contractor has no control and are accepted as such by the

V-19

Engineer-in-Charge, whose decision shall be final and binding. In the event of either

party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

- 27.2 On occurrence of Force Majeure, the liability of either party shall be dealt with in accordance with the provisions of the sub-clause 29.2
- 27.3 Should there be a request for extension of time arising out of “Force Majeure” the same shall be considered in accordance with Clause 34.

CLAUSE-28: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THERE OF.

- 28.1 If the contractor or his labour or sub-contractor, injure, destroy or damage road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upto receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his cost.
- 28.2 If it appears to the Engineer-in-Charge or his representative at any time during 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 of workmanship, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify the work so specified in whole or in part as the case may be, and rectify the work as per the contract provision at his cost.

CLAUSE-29: CONTRACTOR’S LIABILITY AND INSURANCE

- 29.1 From commencement to completion of the works(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 parties 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 should take special precautions to see that public places and roads/waterway routes 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.

V-21

- 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 their 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, if any wholly or in part and any part of which is used by him for storing 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 that 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/- (Rupees one lakh only)
- (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

V-22

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. If such suspension is:-
- a. Provided for in the contract, or
 - b. Necessary for the proper execution of the works or by reason of weather conditions or by some default on the part of the contractor or
 - c. Necessary for the safety of the works or any part there-of.

The contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the works as the Engineer-in-Charge may consider proper having regard to the period or periods for such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the contractor to his employees during the periods of such suspension.

- 30.2 If the progress of works or any part there of is suspended on the order of the Engineer-in-Charge for more than three months at a time the contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the works as omission of such part or where it affects the whole of the works as an abandonment of the contract by the Authority.

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

- 31.1 If at anytime 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 foreclosure 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 partner died, 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 representative 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: DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART

- 33.1 If the contractor
- a. commits defaults 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

V-24

- b. 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
- c. shall offer or give or agree to give to any person in authority service or to any other persons on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for the authority; or
- d. shall enter into a contract with the authority in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payments thereof have previously been disclosed in writing to the Engineer-in Charge; or
- e. Shall obtain a contract with the authority as a result or ring tendering or other non-bona-fied methods of competitive tendering or
- f. being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purports so to do, or if any application be made under any insolvency act for the time being in force for the sequestration of his estate or a trust deed be executed by him for the benefit of his creditors; or
- g. being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or
- h. shall suffer in-execution or being levied on his goods; or
- i. assigns, transfers, sublets (engagement of labour on a piece-work basis or a 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 The Engineer-in-Charge shall, on such termination of the contract, have powers 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. Expenditure incurred in such cases shall be charged 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 33.4.
- 33.3 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 them 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.
- 33.4 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.
- 33.5 Also the E-I-C shall have right to sell any or all of the contractor's unused materials, construction plant, equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractors under the contract and if thereafter there may be any balance outstanding from the contractor, the Engineer-in-Charge shall have power to recover the same in accordance with the provisions of the contract.
- 33.6 The contractor shall not construct any structure even of a temporary nature for any other purpose on IWAI office premise & Engineer-in-Charge's representative's office or houseboat, or any such things except with the written permission of the Engineer-in-Charge and any such construction, so put up shall be removed by the contractor whenever the Engineer-in-Charge or his representative calls upon the contractor to remove. All decision/action of the Engineer-in-Charge under this clause as aforesaid

shall be conclusive and binding on the contract.

V-26

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:
1. Increase in the quantity of work to be done under the contract as per clause 16, or
 2. Suspension of work as per clause 30; or
 3. Rebuilding of work as per clause 28; or
 4. "Force Majeure"; or
 5. 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.

V-27

- 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 examinations and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge or his authorised representative, when each stage is ready. On receipt 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 covered or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without delay examine and measure such work. In the event of failure of the contractor in giving such notice prior to covering a work, he shall, if required by the Engineer-in-Charge, re-do such work OR Engineer-in-Charge will have right to open and redo the work, if necessary, at the expense of contractor.
- 36.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities

as may be required for such inspection and examination.

V-28

CLAUSE-37: COMPLETION CERTIFICATE

- 37.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and terms and conditions mentioned in clause 34. 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 clause 37.1 above and no work be considered to be completed unless the contractor shall have removed from the work site and/or premises/waterway 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 and cost of the contractor, fulfill such requirements and remove / dispose of the contractor's belongings / temporary arrangements, as aforesaid and the contractor shall have no claim in this respect except for any sum realized by the sale of contractor's belongings/temporary arrangement. Should the expenditure on the aforesaid account exceed the amount realized by sale of such contractor's belongings/temporary arrangements then the contractor shall on demand pay the amount of such excess expenditures OR the Engineer-in-Charge shall be empowered to recover same from any amount that may be due to the contractor.

CLAUSE-38: DEFECTS LIABILITY PERIOD

The Contractor shall be responsible to make good and remedy at his cost, within six months from the date of completion of the works any defects which may develop or may be noticed and duly communicated to the contractor by the Engineer in charge for rectification provided such defects may be resulting from poor workmanship or materials. The decision of Engineer in charge in this regard shall be final and binding on the contractor.

CLAUSE-39: MEASUREMENT

- 39.1 The Engineer-in-Charge shall except 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 Indian Standard Institution OR method followed by CPWD.
- 39.3 All items having a financial value shall be entered in measurement book, level book, etc. prescribed by the Authority so that a 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 and 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 are fails to counter sign or to require the objection within a week from the date of taking the measurements then, in the event of measurements taken by the Engineer-in-Charge shall be correct and final measurement of such work.
- 39.6 The contractor shall without extra charge provide assistance with every appliance, labour and other things for measurements.
- 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 not 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 OF 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 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 authorized representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the Engineer-in-Charge.
- 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 for date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 40.7 Taxes as applicable like Income Tax, Sales Tax, etc. will be deducted from the payments due to the contractor.

CLAUSE-41: TAXES, DUTIES AND LEVIES ETC.

- 41.1 All existing sales tax or any other tax or duty or levy such as Octroi, duty, Royalty, Sales Tax, Terminal Tax, lock tax etc. on all materials, including steel, wood, POL etc.(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 levy (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 pays the same for obtaining materials required for bonafide use on the works contracted, then the contractor shall immediately inform 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 or state sales tax on completed work under this contract if payable, will be the responsibility of 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 fixed for completion of the work or of the date the certificate of completion is furnished by the Engineer-in-Charge. No further claim in this regard, unless as specified here in shall be entertained. Payment shall be made within three months from the date of submission of the bill. 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. 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 his security deposit, or he shall pay the claim on demand.

V-32

- 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 47 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 or 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 47 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 unauthorized person.

V-33

- 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 (Central Act 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 carry out of the work as stipulated in the Clause 7,8,10,15,16,19,21,25,27,28, 30, 31,32,33,35,36,39, (not limited to) 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 AS REASONABLE WITHOUT REFERENCE 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 in clause 45 herein before all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
 - ii) Within thirty (30) days of receipt of such notice from either party the Engineer-in-Charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-Charge the name of one of the persons from

such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India

V-34

- 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, IWAI shall appoint another person to act as sole arbitrator; such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 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 Where the amount of claim is Rupees One Lakh and above, the Arbitrator shall give reasons for the award for each item of Rs. 50,000 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 there of and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause
- 47.9 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under Arbitration Act 1996 and the venue of the arbitration proceeding shall be only at 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, the Clause 47.1 to 47.8 shall stand deleted and the 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 disputes or differences whatsoever

V-35

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 terms, rate of award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall no result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder”.

TECHNICAL SPECIFICATIONS

AND

SPECIAL CONDITIONS OF CONTRACT

TECHNICAL SPECIFICATION & SPECIAL CONDITIONS OF CONTRACT

1. Introduction

Inland Waterways Authority of India (IWAI) is a statutory body set up in 1986 under the Ministry of Surface Transport, Govt. of India (Presently under the Ministry of Shipping,). The Authority has the principal objectives of development, maintenance and management of National Waterways in the country for shipping and navigation. The Kollam - Kottappuram stretch of West Coast Canal along with Champakkara Canal and Udyogmandal Canal have been declared as National Waterway No.3. IWAI envisaged development of navigation channel of minimum 2.20m depth and 32/38 m bottom width in narrow/wider reaches in West Coast Canal and mark the navigation channel for safe and efficient shipping and navigation.

2. Scope of work

Painting of IWAI office building and compound wall with plastic emulsion/ premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3, as per specification of drawing enclosed with the tender document.

3. Duration of Work

All the works are to be completed in all respect to the satisfaction of Engineer-in-charge within a period of four weeks from the date of issue of work order.

4. Technical Specification

- 4.1 The working area shall be cleared for a specified width and cleared off rubbish, vegetation etc. as per the direction of the Engineer-in-Charge (E-I-C) or his representative. No extra payment shall be entertained towards this account.
- 4.2 The work shall be inspected by the Engineer-in-Charge or his nominee from time to time and if there is any deviation or short fall noticed in location, levels, lines etc., shall be rectified immediately by the contractor at his own cost to the satisfaction of the Engineer-in-Charge.
- 4.3 All the water related works (DPC, PCC, RCC, Brick work, Plastering, curing, emulsion painting etc.) should be done with good quality potable water.

- 4.4 The surface shall be cleaned properly (if need be) with wire brush and wetted before painting work.

VI - 2

- 4.5 If need be, plastering patch work with CM (cement mortar) 1:4 (1 cement: 4 coarse sand) 12 mm thick over brick work shall be done as per the requirement with out any additional cost. Plastering should be done after the surface of brick work is properly cleaned / wetted. Plastered surface should be cured properly after 24 hours of its construction for minimum 7 days.
- 4.6 Finishing walls with exterior emulsion paint preferably viz., Berger, Nerolac, Asian or equivalent quality of required shade should be applied in two coats. Second coat should be applied only after 24 hours or 1st coat is fully dried.
- 4.7 Where ever the painting (interior / exterior) or any other finishing has been indicated for the wall / ceiling / roof etc., at any level, double scaffolding may be provided, unless otherwise specified. Only lump sum provision has been provided to meet the additional expenditure. No measurements or extra payments will be considered on this account.
- 4.8 All materials to be used shall be of approved quality conforming to BIS standard.
- 4.9 All the painting works shall be in accordance with the specification of CPWD. The plastic emulsion / premium acrylic paint / synthetic enamel paint etc., shall be of best quality / brand available in the market (viz., Berger, Nerolac, Deluxe). Necessary approval may be obtained before purchase of any painting materials. All the shade / colour code shall be decided by the Engineer in Charge, before execution.
- 4.10 If need be, sample painting on the wall must be displayed with various quality / branded materials with different shades for making necessary conclusion by the Engineer in Charge.
- 4.11 While undertaking the painting works in the office building, care shall be taken for normal functioning of office. Accordingly, the painting works shall be arranged.

5. Special Conditions

- 5.1 No mobilization charges will be paid to the Contractor.
- 5.2 No shifting charges will be paid to the Contractor for shifting the construction equipment and its accessories from one location to another or from one area to another.

5.3 The contractors shall be liable to rectify any defects noticed in his work for a period of six months from the date of completion of work.

VI – 3

5.4 The contractor shall execute the work continuously and good progress throughout the contract period. The Contractor is liable to be terminated, if proportionate progress of the work is not achieved during the Contract period.

5.5 No idle time charges will be paid to contractor any account.

5.6 The Engineer-in-Charge or his representative will inspect, co-ordinate, measure and certify the construction works. He has the right to inspect the work and materials at any time during the contract period for which contractor or his authorized agent shall be available at the work site.

5.7 The Contractor shall provide Engineer- in charge or his representative conveyance from office to work site during inspection, if needed, for specific purposes like measurement of works.

5.8 If the contractors or any out side labour employed to work during execution of Contract, breaks or damages/ destroy any vessel, craft, net, fishing stakes etc., building road, kerb, water pipe, fence, bund, wires, trees, crops, fruits, or cultivated ground during the period of Agreement, the same shall be made good by the Contractor at his own cost expenses or in default the IWAI may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time therefore may become due to the Contractor.

5.9 Item rate for the painting of IWAI office building and compound wall at IWT terminal, Maradu in NW.3, shall be as per the specification of the tender document and on the basis of the contract price. The rate quoted per number / unit, will squarely and totally include all the charges to be paid to the Contractor by the Authority.

5.10 The right to award or split up work or to reject any or all the offers without assigning any reasons is reserved with the Authority.

5.11 The Contractor will submit to the Engineer-in-Charge a bill in triplicate, after satisfactory completion of entire work. The decisions taken by the Engineer-in-Charge on part bills will be final and binding on the contractor.

5.12 The Contractor shall not change the type, numbers, size and make of equipments indicated in the proposal without the prior written approval of the Engineer-in-Charge.

5.13 If the equipment or its accessories goes out of order, the contractor should arrange for replacement of the same with equivalent capacity suitable equipment with the approval of Engineer-in-Charge to ensure continuity of work. There shall not be any loss of time on this account.

(ii) **DRAFT AGREEMENT**

This Agreement made on ----- day of ----- two thousand and two between Inland Waterways Authority of India, National Waterway Road, N.H-47 bye pass, Kannadikkadu Maradu, Ernakulam - 682 304, Kerala (herein called the 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include their successors in Office) on one part and------(hereinafter called the 'CONTRACTOR' which expression, shall unless excluded by or 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 Authority is desirous of commissioning service of a Contractor to assume total responsibility of "Painting of IWAI office building and compound wall with plastic emulsion/ premium acrylic paint / synthetic enamel paint at IWT terminal, Maradu in NW.3" WHEREAS CONTRACTOR has agreed to undertake the work. The terms and conditions were finalised between IWAI and CONTRACTOR and IWAI awarded the work to----- and WHEREAS the Contractor has furnished Rs. ----- (Rupees - -----only) as security deposit for the due fulfillment for all the conditions of this Contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS:

The Contractor hereby covenants with the Authority to complete the work in confirmity 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 expressions shall have the same meanings as that respectively assigned to them in the original tender document. The tender document, the work order and the following documents shall be deemed to form and be read and construed as part of this Agreement.

IN WITNESS WHERE OF the said IWAI has caused Shri N. Sivaraman, Director, Inland Waterways Authority of India, hereunto set his hand and the said -----
-----has caused its seal to be hereunto affixed the day month and year first above written.

Executed by IWAI through Shri N. Sivaraman, Director

in the presence of Shri-----

THE SEAL OF THE INLAND WATERWAYS AUTHORITY OF INDIA
affixed to this Deed and

This deed was duly executed by Shri. -----

in the presence of Shri ----- and their seal affixed to
this Deed.

THE SEAL OF THE-----

TENDER No. IWAI/COCH/36(8)/2010-1



VOLUME-2 (FINANCIAL BID)

**TENDER DOCUMENT FOR
PAINTING OF IWAI OFFICE BUILDING
AND COMPOUND WALL WITH PLASTIC EMULSION /
PREMIUM ACRYLIC PAINT / SYNTHETIC ENAMEL PAINT
AT IWT TERMINAL, MARADU IN NW.3**

**INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways, Govt. of India)
National Waterway Road, N.H-47 Bye pass, Kannadikkadu, Maradu
Ernakulam-682 304.**

