



# **TENDER DOCUMENT**

**FOR**

**LIFTING OF UNDER WATER OBSTRUCTION (WOODEN LOGS ETC.) DURING THE PERIOD FROM OCTOBER, 2010 TO MARCH, 2011 IN DIBRUGARH- SADIYA STRETCH OF NATIONAL WATERWAY NO.2 (RIVER BRAHMAPUTRA)**

**TENDER NO –17/ 2010-11**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**(Ministry of Shipping, Govt. of India)**

Pandu Port Complex, Pandu

Guwahati – 781 012 (ASSAM).

Telephone Nos. 0361-2570055, 2570099



**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Govt. of India)

Pandu Port Complex, Pandu

Guwahati – 781 012 ASSAM).

Telephone Nos. 0361-2570055, 2570099

No:

Date:

To,

**Sub:** Tender documents for lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra)

Ref : Your letter No.

Dated

Sir,

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

Last date for receipt of tender is 19.08.2010 up to 14:30 hrs at IWAI, Pandu Port Complex, Pandu, Guwahati.

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

Yours faithfully

**DIRECTOR**



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)  
Pandu Port Complex, Pandu  
Guwahati – 781 012 ASSAM).

### NOTICE INVITING TENDER No-17/ 2010-11

**1. Name of Work:** –Tender for lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra)

**2. Earnest money and estimated Cost of the work for each terminal location :** please contact IWAI office or visit website at ‘www.iwai.nic.in’

**Date of sale of tenders : From** 21 -07 -2010 to 18 -08-2010

**4. Last date of submission of tender:** 19-08-2010 up to 14.30 hours.

**5. Date of opening of technical bid of the tender:** 19 -08 -2010 at 15.00 hours

**6.** Tender papers for above can be obtained from the office of the Director, IWAI, 5<sup>th</sup> floor, Parmeshwari Building, Chatribari, A.T.Road, Guwahati–781 001 on production of documentary evidence of similar work done, performance certificate, yearly turn over etc. The tenderer shall be registered in appropriate class with CPWD, Railways, MES or any other state Govt. Deptt. & having experience for similar work or non registered contractors having experience of working with IWAI. The tenderer shall be Income Tax Payee & shall submit copy of his PAN number along with the request for Tender Document on payment of Rs.2000.00 (Non-refundable) by Demand Draft of a Schedule bank payable at Guwahati, drawn in favour of “IWAI FUND”, Guwahati.

**7.** 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. 2,000/- (Rupees two thousand only)** 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 Guwahati at any nationalized/ schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

For further details please contact IWAI office or visit website at ‘www.iwai.nic.in’

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**DIRECTOR**



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Pandu Port Complex, Pandu

Guwahati – 781 012 ASSAM).

### NOTICE INVITING TENDER No-17/ 2010-11

1. Name of Work: Tender document for lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra)
2. Inland Waterways Authority of India (IWAI) invites sealed tenders in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced contractors for the work for lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra)
3. The sealed tenders should super scribe the words “Tenders for lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra).
4. **Estimated Cost of the work and EMD requirement are as under:**

| Sl. No | Stretch of NW-2  | Total Estimated cost.<br>Rs in Lakhs | Earnest Money Deposit<br>Rs in Lakhs |
|--------|------------------|--------------------------------------|--------------------------------------|
| 1.     | Dibrugarh-Sadiya | 09.23                                | 0.19                                 |

#### TERMS & CONDITIONS:-

1. Interested bidders may obtain non-transferable bid document by submitting non-refundable demand draft for Rs. 2,000/- (Rupees Two thousand only) drawn in favour of “IWAI FUND” payable at Guwahati. Tender document will be available for sale from 21.07.2010 to 18.08.2010 between 10.00 hours to 17.00 hours (IST) on any working day from Monday to Friday/ Saturday) from the office of the

|           |   |
|-----------|---|
| Director, | IWAI, 5 <sup>th</sup> floor, Parmeswari Building, Chatribari,<br>A.T.Road, Guwahati – 781001, Assam |
|-----------|---|

2. The tenderer shall meet the following pre-qualification criteria:
  - i. The tenderer shall be registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department or non-registered contractors having experience of working with IWAI.

- ii. Tenderer shall be income tax payee and shall submit Permanent Account Number issued by Income Tax Deptt.
- iii. Average annual financial turnover during last three years ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the cost. Experience of having successfully completed similar nature of works or river conservancy works (Bandalling & Channel marking) in major river of India during last 7 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
- iv. Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value indicated below:

| Sl. No | Stretch           | Bank solvency required |
|--------|-------------------|------------------------|
| 1.     | Dibrugarh- Sadiya | 27.69 Lakhs            |

- v The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
  - vi The tenderer shall submit required Earnest Money Deposit in the form of demand draft. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause 4 shall be deemed to be rejected.
  - Vii The tenderer shall have to deploy mechanized boats duly registered by statutory authorities.
- 4 The completed bid as per the tender document should reach the office of Director, Inland Waterways Authority of India, 5<sup>th</sup> floor, Parmeshwari Bldg., A.T.Road, Chatribari, Guwahati – 781 001 latest by 14.30 hrs. on 19 -08 -2010. The technical bid will be opened on same day at 15.00 hours in the presence of intending bidders.
5. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

**Director**



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**FORM OF TENDER**

To,

THE DIRECTOR  
Inland Waterways Authority of India.  
Pandu Port Complex, Pandu  
Guwahati – 781 012 ASSAM).

**Name of Work:** Tender document for the work for lifting of under water obstruction (wooden logs etc.) during the period from October 2010 to March 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra)

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We hereby tender for execution of the works referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

2. I/ We undertake to complete and Deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.

3. I am tendering for the works mentioned in the table below and submitting the EMD separately for each stretch of National waterway in the form of demand draft in favour of IWAI Fund payable at **Guwahati** Nationalised / schedule bank as per the details given therein:

| Sl. No | Stretch of NW-2 | Demand draft No. & Date | EMD (Rs.) | Details of Bank (Name of Bank, Branch and address) |
|--------|-----------------|-------------------------|-----------|--|
| 1      |                 |                         |           |  |

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to an other right or remedy, be at the liberty to

forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agrees to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.

7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.

8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.

9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.

10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an on behalf of  
(Name and address of firm)

M/s .....

.....

Telephone nos.....FAX No.....

Witness :

Signature.....

Name : .....

Occupation .....

Address .....

Telephone nos.

Fax No. \_\_\_\_\_



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Pandu Port Complex, Pandu

Guwahati – 781 012 ASSAM).

### INSTRUCTIONS FOR SUBMISSION OF BID

1.0 All covering letters and information to be included in the bid shall be submitted along with the bid itself.

2.0 This tender schedule is only for the work for “lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra)”.

3.0 Stretch wise total estimated cost of works is as under :

| Sl. no. | Stretch of NW     | Estimated cost<br>(in Lakhs) |
|---------|-------------------|------------------------------|
| 1       | Dibrugarh- Sadiya | 09.23                        |

4.0 Tender should be submitted in two covers viz. separate sealed Envelope-1 and Envelope-2 and both of these covers should be placed in an envelope duly super scribing clearly the name of the work “for lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra).” and the note TENDERS TO BE OPENED BY THE ADDRESSEE ONLY” written prominently. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes. Further, envelope containing each part shall be superscripted as under :

Envelope -1 : Technical & Commercial Bid.

Envelope-2 : Price Bid of offer.

Tenders are invited for Dibrugarh to Sadiya Stretch of NW 02 and schedule -A shall be submitted by bidders in one cover i.e Under Cover-2 . No other documents other than the price schedule should be placed inside Envelope – 2 containing price bid otherwise tender will be summarily rejected.

**Envelope –1 :** The first cover shall be submitted along with the following documents and the cover should be super scribed with “ENVELOPE-1 : TECHNICAL/ COMMERCIAL BID for lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra)

- a) Bid document marked Original duly completed and signed on every page except prices.
- b) Blank Performa of Schedule of Prices (prices not to be filled)
- c) Earnest Money Deposit (Demand Draft as prescribed)
- d) Registration certificate from concerned Authorities.
- e) Experience certificate.
- f) Solvency certificate.
- g) Letter of Authority for signing and negotiation of tender (as the case may be).
- h) Permanent Account Number (PAN) issued by Income Tax Department.
- i) Audited balance sheets along with turn over, profit and loss account for the last 2 years i.e. ending March, 2007-08, 2008-09.

### **Envelope-2:**

**The second cover shall be submitted along with the following documents and the cover should be super scribed with “ENVELOPE-2: PRICE BID FOR lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to March, 2011 in Dibrugarh- Sadiya stretch of National Waterway No .2 (River Brahmaputra): -**

- (i) Schedule of Prices duly filled in the specified form, i.e. “SCHEDULE –D”.
- (ii) It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid (envelope-2) will be a sufficient cause for rejection of bid.

5.0 Bidders are advised to submit quotation strictly based upon technical specification, terms and conditions contained in technical specifications, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.

6.0 Earnest Money Deposit separately for each stretch as indicated against stretch in NW-2 in the Notice inviting tender should be submitted by Demand Draft drawn in favour of **“IWAI-Fund” payable at Guwahati** on any Nationalised/ Scheduled Bank of India for each stretch. Bids not accompanied with EMD in form of Demand Draft are liable for rejection.

7.0 In case the purchaser of the tender document decide not to quote for this work, then the complete set of bid document may kindly be returned to the IWAI.

8.0 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.

9.0 Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.

10.0 Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder’s organization as following:

10 (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

10 (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.

10 (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.

10 (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.

10 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished alongwith the Tender.

10 (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each pate in the tender will be dated.

11.0 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.

12.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case IWAI requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid

13.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.

14.0 The Bid documents shall be signed by the bidder on each page.

15.0 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling IWAI to contact the bidder in case the need so arise.

16.0 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words; the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as “subject to minimum acceptance” or “subject to availability of material/ equipment” etc. is liable to be rejected.

17.0 IWAI shall have a unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.

18.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit in accordance with tender conditions EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.

19.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.

20.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.

21.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.

22.0 The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

23.0 IWAI may award the work for a suitable period beyond March 2011 to the successful contractor in this sector at the same rate, terms and conditions of this contract of 2010-11 after getting the willingness from the concerned contractor and subject to performance of the contractor.

24.0 IWAI reserves the right to reject any or all bids without assigning any reasons.

## PART-II

### GENERAL CONDITIONS OF CONTRACT

#### C O N T E N T S

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## Part - II

### General Conditions of Contract

#### CLAUSE-1 : DEFINITIONS

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

- i) **Contract** : means the document forming the tender acceptance thereof and the formal agreement executed between the Inland Waterways Authority of India and the contractor, together with documents referred to therein, otherwise, it shall mean the notice inviting tender, instructions for tenderers, tender (including the warranty, schedule of quantities and prices, and other schedules attached thereto) general conditions, and the terms of contract, special condition if any, specifications, designs, drawings and work order thereof etc.
- ii) **Contract sum** : means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor** : means the successful tenderer who is awarded the contract to perform the work covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- vi) **Engineer-In-Charge : Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (viii) **Chairman**: means Chairman of Inland Waterways Authority of India.
- (ix) **Chief Engineer**: means the Chief Engineer of the Authority.
- (x) **Director** means the Director of the Authority, as the case may be.

- (xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (xii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (xiii) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (xiv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xv) **Day** : means a calendar day beginning and ending at mid-night.
- (xvi) **Week** : means seven consecutive calendar days
- (xvii) **Month** : means the one Calendar month.
- (xviii) **Site** means the waterway and / or other places through which the works are to be executed.
- (xix) **Vessel** : means the vessel/craft belonging to the Contractor for carrying out the work.
- (xx) **Drawings** : means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xxi) **Urgent Works:** means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxii) **Work/ works:** means work / works to be executed in accordance with the contract.
- (xxiii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xxiv) District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xxv) Tendered value means the value of the entire work as stipulated in the letter of award.

## **CLAUSE-2 : INTERPRETATIONS**

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

## **CLAUSE – 3 : PERFORMANCE GURANTEE & SECURITY DEPOSIT**

### **3.1 PERFORMANCE GURANTEE**

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order.

### **3.2 SECURITY DEPOSIT**

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

- 3.3 The contractor whose tender is accepted has to enter into an agreement with IWAI for the due fulfillment of the contract. The security amount will be accepted in form of demand draft only in favour of 'Inland Waterways Authority of India – Fund' payable at GUWAHATI.
- 3.4 The total performance guarantee/security deposit shall remain with IWAI till defect liability period after satisfactory completion of work.
- 3.5 Interest will not be paid on security deposit or performance guarantee.
- 3.6 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:
  - i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR
  - ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.

- 3.7 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.
- 3.8 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

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

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

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

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

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

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

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

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

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

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

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials/parts to be used or workmanship employed in connection with the works.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 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 authorise the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be subject, to name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorisation by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. the contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor. However, the employment of piece rate works shall not be construed as sub-letting.

## **CLAUSE – 10 : FACILITIES TO OTHER CONTRACTORS**

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

## **Clause-11 : CHANGE IN CONSTITUTION**

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

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

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

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

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

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

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

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

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

#### **CLAUSE – 15 : URGENT WORKS**

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

#### **CLAUSE – 16 : DEVIATIONS**

- 16.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract. However, such deviation for individual item shall be limited to  $\pm 10\%$  but the total value of the contract should not exceed 10%.
- 16.2 Such items of work, as are required, to be executed at the rates already provided in the schedule of quantities, shall apply in respect of the same item(s) of work to be executed due to Variation.
- 16.3 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision:
- 16.4 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

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

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

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

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

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

- 19.1 The Contractors shall provide and install all necessary plant; equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.

- 19.2 Subject to the availability of any item(s), plant, equipment and machinery the Authority at the written request of the contractor, may issue to the contractor on hire for being deployed on the work contracted for, at pre- determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

#### **CLAUSE – 20 : PATENT RIGHTS**

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

#### **CLAUSE – 21 : MATERIALS**

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

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

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

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

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

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

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

### **CLAUSE - 25 : LABOUR**

- 25.1 Contractor has to abide by all the labour related laws and take necessary measures wherever applicable.

#### **25.2 ALCOHOLIC LIQUOR OR DRUGS.**

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

#### **25.3 ARMS AND AMMUNITION**

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

#### **25.4 REMOVAL OF CONTRACTOR'S MEN**

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

The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

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

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

**CLAUSE – 27: FORCE MAJEURE**

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

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

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

**CLAUSE – 29 : CONTRACTOR'S LIABILITY AND INSURANCE**

- 29.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 29.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.

- ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect :
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
  - (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- 29.3 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at anytime either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.
- 29.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 29.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 29.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.

- ii) Property liability limits for each accident not less than Rs. 1,00,000 ;
  - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
  - (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
  - (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.

#### **CLAUSE – 30 : SUSPENSION OF WORKS**

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

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

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

## **CLAUSE – 32 : TERMINATION OF CONTRACT ON DEATH**

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

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

### 33.1 If the contractor

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

### 33.2 Corrupt Practice

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

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

- i) To take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary, Enabling and Ancillary works and
- ii) Also any materials, constructional plant, equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such agencies shall be credited to the contractor at his contract prices and the contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub-clause 33.5 hereunder.

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

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

- 33.6 Also, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary building / structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the Engineer-in-Charge shall have powers to recover the same in accordance with the provisions of the contract.
- 33.7 The contractor shall not construct any structure even of a temporary nature for any other purpose on IWAI office premises & Engineer-in-Charge's representative's office or houseboat, or any such things except with the written permission of the EIC and any such construction, so put up shall be removed by the contractor whenever the EIC or his representative calls upon the contractor to remove. Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the Contractor, shall be decided by the Chairman.

#### **CLAUSE - 34 : COMPLETION TIME AND EXTENSIONS**

- 34.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.
- 34.2 However, if the work is delayed on account of:
- i) Increase in the quantity of work to be done under the contract as per clause 16, or
  - ii) Suspension of work as per clause 30 ; or
  - iii) Rebuilding of work as per clause 31; or
  - iv) "Force Majeure" as per clause 27; or
  - v) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.
- 34.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within one

month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.

#### **CLAUSE – 35 : COMPENSATION FOR DELAY**

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

#### **CLAUSE – 36 : LIQUIDATED DAMAGES**

- 36.1 If the contractor fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of  $\frac{1}{2}$  % per week on the total value of the work. However, the L.D. will be imposed for the value of particular work at each site. In case the contractor completed the portion of work within the time frame at a particular site, the L.D will imposed remaining uncompleted value of work at that particular site only. However, in case of default in mobilization, liquidated damage @  $\frac{1}{2}$  % of the total value of the contract subject to a maximum of 10% of the total value of the contract shall be charged.
- 36.2 Should however, the contractor achieve the completion of the entire works as a whole under the contract within the time or in the extended time (not due to reasons of default on the part of the contractor) as may be accorded, the Authority will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non completion of works(s) under the individual group/sub-group, as aforesaid in full, In this regard, the decision of the Engineer-in-Charge shall be final and binding.
- 36.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Authority
- 36.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage, which will have been sustained.
- 36.5 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

#### **CLAUSE – 37 : INSPECTION AND APPROVAL**

- 37.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-

in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

- 37.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he consider it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.
- 37.3 Periodic inspection will be carried out by the EIC or his representative by their vessels. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection and number of inspections be not less than three in a calendar month.

#### **CLAUSE – 38 : COMPLETION CERTIFICATE**

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

## **CLAUSE - 39 : MEASUREMENTS**

- 39.1 The Engineer-in-charge shall expect as otherwise stated ascertain and determine by measurement the value of work done in accordance with the contract.
- 39.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Bureau of Indian Standard.
- 39.3 All items having a financial value shall be entered in daily log book/ measurement book prescribed by the Authority so that the complete work performed under the contract is duly accounted.
- 39.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.
- 39.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 39.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 39.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in-Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.

## **CLAUSE – 40: PAYMENT ON ACCOUNT**

- 40.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).
- 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 therefrom the amount already paid, the security

deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

- 40.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.
- 40.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorised representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the EIC.
- 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 same.
- 40.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 40.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

#### **CLAUSE – 41 : TAXES, DUTIES AND LEVIES ETC.**

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

#### **CLAUSE-42 : TAX DEDUCTION AT SOURCE**

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

#### **CLAUSE – 43 : PAYMENT OF FINAL BILL**

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

#### **CLAUSE - 44 : OVER PAYMENTS AND UNDER PAYMENTS**

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

#### **CLAUSE - 45 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL**

- 45.1 All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any un-authorized person.

- 45.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the contract.

**CLAUSE – 46 : FINALITY CLAUSE**

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

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

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

**CLAUSE – 48: ARBITRATION**

- 48.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
  - (ii) Within thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
  - (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

- 48.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 48.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 48.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 48.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 48.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 48.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 48.8 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.
- 48.9 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Noida/ New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

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

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## PART- III

### TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS

#### A. OBJECTIVE AND AREA OF WORK

1. The Objective of the work is to remove under water obstruction in the form of wooden logs, tree trunks, branches etc from the navigable channel of National Waterway No 2 (Brahmaputra) during the period from October, 2010 to March, 2011.

Removal of under water log in National Waterway-2 is proposed in the following stretch:

| Sl. No | Stretch           | Distance (in river KM) | Qty. in average length of log in Meter |
|--------|-------------------|------------------------|--|
| 1.     | Dibrugarh- Sadiya | 123                    | 700                                    |

2. While Inland Waterways Authority of India is maintaining a navigable channel for smooth movement of powered crafts between Bangladesh Border to Sadiya, it is observed that uprooted tree from the forest area in Dibrugarh – Sadiya stretch often block the navigable channel and safe movement of vessels through the main channel can not take place The above work is therefore being planned to undertake to provide hindrance free navigation of the vessels. Through this contract IWAI plans for lifting of under water wooden logs etc. from the navigable channel and remove the same.

#### B. TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS

##### LIFTING OF UNDER WATER OBSTRUCTION (WOODEN LOGS) ETC

1. The contractor shall at his risk and cost, to make the following arrangement for lifting of under water wooden log etc.
  - i) Arrange necessary boats, tools, tackles, manpower as required for removal of wooden logs of diameter 30 cm to 100 cm and in length 2 to 5 meters of size. Though the contractor has to plan and mobilize required infrastructure for the above size wooden logs tree trunks that are usually found in the navigable channel, it is also expected that the contractor under this contract shall also try to lift tree trunks of varied size by cutting down with axe or other suitable material. However incase the same is not possible, under this contract he shall be bound to remove obstructions as mentioned under the 2nd of this para.
  - ii) The contractor has to depute mechanized boats and other boats as necessary for the purpose of lifting the logs and removal of the same from the river and for moving through the waterway for the purpose of the above.
2. The mechanized boats/boat should be in good condition fitted with at least one 14 HP Engine and should be having necessary registration with the concerned authority.

3. The boat/boats should have accommodation facility, shelter and working facilities for workmen engaged for the above work.
6. The contractor has to ensure that the manpower deployed for the work is having necessary insurance coverage against any untoward incident.
7. The contractor has to ensure that the manpower of the boat/boats should well acquaint with the navigable channel of that area.
8. The contractor has to obtain necessary approval of the Engineer-In-charge or his representative for removal of submered/partially submerged wooden logs/tree trunks from each site through a site order book and on completion report the same to the E-IC.
9. The contractor shall submit the rate analysis for the work/sub item in case the Department requires for the same during a negotiation.
11. The contractor shall forthwith dispatch, raise and remove any plant (floating or otherwise) belonging to him or to any person employed by him which may be sunk in the course of execution and completion of the works or otherwise deal with the same as the E.I.C. and the representative may direct, until the same shall be raised and removed, the contractor shall display at night search lights and do all such things for the safe navigation as may be required by the department. In event of the contractor not carrying out the obligations imposed upon him by this clause, the E.I.C. shall raise and remove the same (without prejudice to the right of the department to hold the contractor liable) and the contractor shall pay to the department all costs incurred in connection therewith. The fact that sunken vessel, craft or plant is insured or has been declared a total loss, shall not absolve the contractor from his obligation under this clause to raise and remove the same.
12. The progress of the work at each stage shall be subject to the approval of the EIC whose decision as to the rate of progress at each stage shall be final and binding on the contractor. The EIC reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.
13. The contractor shall maintain one Register for recording details of lifting of under water obstruction (wooden log etc) i.e. quantity of under water obstruction removed/ lifted, name of location, no of days was required for lifting at the site to be produced by the contractor or his agent whenever called upon to do so by the EIC or his representative during their inspection of the work. If the rectification ordered to be done are not carried out within a time specified, the EIC shall have the right to get the same done through a third party and recover the expenditure incurred in the same from the any payment due to the contractor or the security deposit. This inspection register shall be the duplicate copying type so that one copy of the entries get recorded in the EIC's office.
14. In addition to the above, the contractor shall maintain a site order book for taking site order from EIC or his authorized representative at each site, for start of work for lifting of under water obstruction etc. This site order book shall be the duplicate copying type so that one copy of the entries gets recorded in the EIC's office.

15. In the site order book the EIC or his authorized representative clearly mentioned that approximately quantity of under water obstruction required to be lifted and removed within the time frame of each site.
16. The contractor shall get the payment for monthly bill for lifting and removal of under water obstruction based upon the certification by EIC or his authorized representative.
17. The contractor shall hand over all materials as lifted by him, under the direction of the Engineer –In –Charge or his authorized representative, to Inland Waterways Authority of India at the location/barge/pontoon as directed to him within the stretch where he is working and obtain a receipt from the Engineer –In –Charge or his authorized representative. IWAI shall there after make necessary arrangements for handing over the logs/tree trunks as removed to the appropriate Authority.
18. The contractor shall be liable to bear the expenditure of all manpower, material and equipment required for the work at his cost. He must, therefore, have thorough knowledge about the work prior to submission of his rates. No extra claim in this regard shall be entertained once the contract has been awarded. The lifting of under water obstruction shall be operated for the complete period of contract. However, the operation period can be extended or curtailed at the discretion of EIC.
20. The necessary arrangement for mobilization of manpower, machineries, equipments should be made within 15 days from the date of issue of work order and the contractor shall be ready for commence of work from 16 days from the issue of the work order.
23. The completion period for lifting of under water obstruction (wooden log etc) of entire stretch is 6 month (from October 2010 – March 2011), inclusive of the mobilization period from the date of issue of order of intimation to the contractor by the EIC or his representative.
24. Lifting of under water obstruction from the wrong position / place or without purpose shall not be considered for payment.
25. In case the contractor fails to lift the under water obstruction according to the specification and direction given by the EIC / his representatives from time to time, E.I.C. shall be free to cancel the entire or part lifting cost as the case may be and security amount deposited for the same shall be forfeited. In addition, the EIC reserves the right to lift/remove for the entire stipulated period through other agencies. In such an event the contractor shall be allowed to remove the material used in the initial mobilization of man, material, tools & plants only after completion of the stipulated executing period.
26. Payment against each site shall be done only after inspection and verification by the E.I.C. or his representative on completion of the lifting/removing work of the concerned sites.
27. The contractor shall bear full responsibility for the intimation to the EIC forthwith of any accident and take all necessary action required under relevant Acts and Rules, Marine Rules etc. as the case may be. The contractor shall also report such accidents to the competent

Authority wherever such reports are required under rules. The EIC or his representative must however, be informed immediately in the event of any marine accident. The contractor should also bear full responsibility for all accident, damages or injury caused to any of the IWAI's employees, cause of which is established as due to contractor's carelessness or negligence.

29. The contractor has to deposit all under water obstruction to IWAI and receipt of the same may be enclosed along with the RA bill/final bill.
28. The entire stretch shall be inspected at least three times in a month for very close monitoring and the contractor shall facilitate such inspection duly deploying his representative and boat along with the IWAI official.
29. The contractor should deploy sufficient manpower, machineries and equipment for close monitoring and execution of above works.
30. Transportation of men and material and delivery of the materials shall be under the scope of contractor. Any delays encountered in the transportation/mobilization of the men and material shall be accounted to the contractor.
31. The contract can be extended for further period on mutually agreed terms and conditions for suitable period as per requirement.

#### **SPECIAL PAYMENT TERMS**

1. Monthly Running bill for Lifting of under water obstruction will be paid only after 100% of work completed at each site.
2. No payment will be made for each site in case the work is not completed in all respect to the entire satisfaction of the E-I-C
3. Payment for work done for lifting removal of under water obstruction shall be done after a joint measurement and certification by a team including representative from the Authority and the contractor after having completed removal of 100 meters length of log for each bill. In case the contractor fails to depute his representative, the finding made by the inspection team shall be deemed to be accepted by the contractor for the purpose of payment of his bill.
4. The rates quoted shall include all taxes and other levies. It shall be inclusive of all cost such as material, labour, tools etc. and should be valid for entire contract period.

## **SPECIAL CONDITIONS**

### **A. HOLD HARMLESS:**

- i) The Contractor should indemnify and hold the Authority harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract.
- ii) The Contractor is acting in the capacity of an independent contractor with respect to the Authority.
- iii) The Contractor should protect, defend and indemnify the Owner from any claims by labourers or Sub Contractors for unpaid work or labour performed in connection with this Contractor.

### **B. CHANGE ORDERS:**

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

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

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

### **D. WARRANTIES:**

- i) The Contractor should warrant that this contract does not and shall not infringe any existing or subsequent patents, rights or licenses of any third party.

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

E. **MISCELLANEOUS:**

- i) The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.
  
- ii) The under water obstruction contract removed/lifted/collected from the river shall be returned by the contractor to IWAI and receipt of the same may be obtained from the authority for claiming the final bill.

\*\*\*\*\*

**AGREEMENT FORMAT**

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

WHEREAS THE IWAI desirous of undertaking the works \_\_\_\_\_

---

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished \_\_\_\_\_ as security for the due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract hereinafter referred to:

The following documents shall be deemed to form and be read and construed as part of this agreement VIZ.

- i) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty
- ii) Information & instruction for Tenders
- iii) (a) Schedule – Bill of Quantity
- (b) Annexures
- iv) General Conditions of Contract
- v) Technical specifications and Special Conditions of Contract

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractor's offer, minutes of meetings and correspondence between the party ended vide letter

No. \_\_\_\_\_ may be referred to by either party. These documents shall take precedence over the compiled documents.

The contractor hereby covenants with the IWAI to complete and maintain the “Works” in conformity in all respect, with the provisions of the agreement.

The IWAI hereby covenants to pay the contractor in consideration of such completion of works, the contract price at the time and in the manner prescribed by the contract.

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

For and on behalf of

For and on behalf of

**(Inland Waterways Authority of India)**

**Contractor**

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

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

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

**Stamp**

**Stamp**

Witness:

Witness:

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

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

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

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

**BANK GUARANTEE PROFORMA FOR FURNISHING  
PERFORMANCE GUARANTEE**

**To  
The Director  
Inland Waterways Authority of India  
Pandur Port Complex  
Pandur  
Guwahati**

In consideration for the Chairman, Inland Waterways Authority of India hereinafter called ‘the Authority’ having agreed, under the terms and conditions of the Agreement dated ..... made between..... and ...for the due fulfillment of the said Agreement by the Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....) at the request of..... Contractor(s), We (Bank) do hereby undertake to pay to the Authority an amount not exceeding Rs..... against any loss or damage caused to or suffered, or would be caused to or suffered by the Authority by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the authority by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement,. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers(s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully and its claim satisfied or discharge or till..... Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee after..... years from the date of completion of the said contract unless a demand or claim under this Guarantee is served in writing on the bank but before the expiry of the said period of ..... years in which case it shall be

enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period of ..... years.

5. We,.....further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contactor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6. It shall not be necessary for the Authority to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Authority may have obtained or obtain from the Contactor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

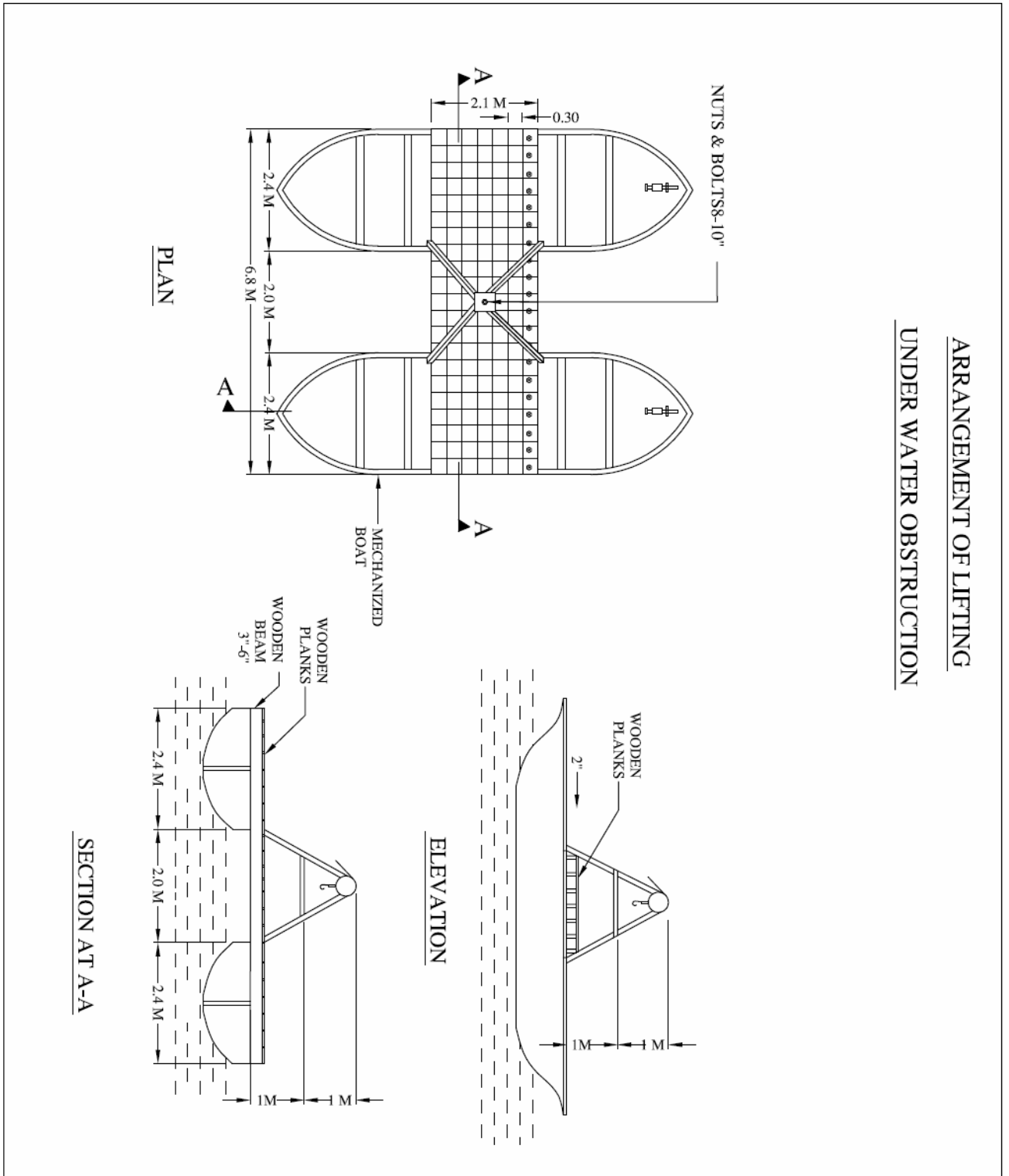
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / supplier(s).

9. We,..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated the .....date of.....2009  
for.....  
(indicate the name of Bank)  
Signature.....  
Name of the Officer.....  
(in Block Capitals)  
Designation  
Code No.....  
Name of the Bank and Branch.

# ANNEXURE-III

## ARRANGEMENT OF LIFTING UNDER WATER OBSTRUCTION



## SCHEDULE –D

### BILL OF QUANTITY

**Lifting of under water obstruction (wooden logs etc.) during the period from October, 2010 to march, 2011 in Dibrugarh - Sadiya stretch of national waterway no.2 (river Brahmaputra)  
National Waterway No: 2**

**Stretch: Dibrugarh – Sadiya (123 km)**

| SI No | PARTICULARS  | UNIT    | QTY | RATE | AMOUNT |
|-------|--|---------|-----|------|--------|
| 1     | Lifting of under water obstruction (wooden logs etc.) of 0.30m to 1.00m dia logs of 2m to 5m in length considering more than 200 sites and lifting will take for six month for average length of 700 mtrs including Hire Charges of Machinery / equipment, Mechanized boat, wooden platform, man power and all other necessary tools and plants complete as per specification, drawing and direction of EIC. | Per Mtr | 700 |      |        |

(SIGNATURE OF TENDERER)  
NAME & DESIGNATION:

NAME OF FIRM

DATE : .  
SEAL .