

TENDER

For Manning, Operation & Maintenance of Dredging units each comprising of one Cutter Suction Dredger, one Workboat /Tug and one Accommodation boat in various stretches of River Ganga (National Waterway No. 1) and River Brahmaputra (National Waterway No. 2)



INLAND WATERWAYS AUTHORITY OF INDIA

Ministry of Shipping, (Government of India)

A-13, Sector-1, NOIDA, Gautam Buddha Nagar, U.P-201301

Tel (0120) 2543931: Fax 2522969

Web site: <http://iwai.nic.in> E-mail: iwainoi@hub.nic.in/hc.iwai@nic.in

DECEMBER - 2010



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F.No. _____

Date: _____

To

Sir,

Sub: Tender document for Contract Management of IWAI Dredging Units.

Ref: Your letter No _____ dated _____.

The Inland Waterways Authority of India, Noida, invites sealed tenders from Reputed and resourceful fleet operator, Shipping agents and Manning contractors for Manning, operation and maintenance of IWAI Dredging Units for which the tenders are to be received in the office of “Project Director (IBC), Inland Waterways Authority of India, A-13, Sector-1, Noida 201301, U.P., India”, not later than 15:30 hrs IST on 17.01.2011

(S. Dandapat)
Project Director (IBC)

Encl : As above



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NOTICE INVITING TENDER – IWAI/MD/101/2010-1

Inland Waterways Authority of India (IWAI) invites sealed tenders in two cover system (Cover 1 - Technical bid and Cover –II Financial Bid) from experienced and resourceful fleet operators, shipping agents and manning contractors for Manning, Operation and Maintenance of IWAI dredging units in National Waterway No.1 in the stretches of Haldia – Farakka, Farakka – Patna, Patna – Varanasi and National Waterway No.2 in the stretches Dhubri – Pandu, Pandu – Neamati and Neamati – Dibrugarh - Sadiya for a period of initially three years commencing from January 2011 and extendable on yearly basis upto a maximum of total period of five years.

Details of work:-	Schedule	Qty. No.	Earnest Money Deposit
Manning, operation & maintenance of Dredging Units in NW-1 (River Ganga)			
Haldia – Farakka stretch,	A	1	Rs.5.00 Lakhs
Farakka – Patna stretch(1 st dredging unit)	B	1	Rs.5.00 Lakhs
Farakka – Patna stretch(2 nd dredging unit)	C	1	Rs.5.00 Lakhs
Farakkar-Patna stretch (3ed dredging unit)	D	1	Rs.5.00 Lakhs
Patna – Varanasi stretch(1 st dredging unit)	E	1	Rs.5.00 Lakhs
Patna – Varanasi stretch(2 nd dredging unit)	F	1	Rs.5.00 Lakhs
Manning, operation & maintenance of Dredging Units in NW-2 (River Brahmaputra)			
Dhubri – Pandu	G	1	Rs.5.00 Lakhs
Pandu – Neamati	H	1	Rs.5.00 Lakhs
Neamati – Dibrugarh – Sadiya	I	1	Rs.5.00 Lakhs

TERMS AND CONDITIONS:

1. Interested bidders may obtain non-transferable bid document by submitting non-refundable demand draft for Rs. 5000/- drawn in favour of “IWAI FUND” payable at Noida/New Delhi. Tender document will be available for sale from 13.12.2010 to 13.01.2011 between 1000 hours to 1700 hours (IST) on any working day from Monday to Friday from the office of the following:

Project Director (IBC), IWAI, A-13, Sector 1, Noida, Uttar Pradesh Pin -201301.

Director, IWAI P-121 Garden Reach Road, Kolkata – 700043.

Director, IWAI IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna – 800 007.

Director, IWAI Pandu Port Complex, Pandu, Guwahati – 78102 (Assam)

The tender document can also be downloaded from IWAI's website <http://www.iwai.nic.in>. Applicant submitting the downloaded version would need to pay the cost of tender document along with the application in the above manner. 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 bidder for downloaded tenders. The amendment /clarification, if any, to the document will be available on the above website.

2. Tender must be accompanied with documentary evidence of credentials viz. similar works done, performance certificate, yearly turn over etc. The tenderer shall meet the following pre-qualification criteria.
 - i) The tenderer shall be registered in appropriate class with CPWD, Railways, MES, State PWD/Irrigation Department, Port Trust, IWAI, DCI or any of the state IWT Directorate or similar organization having experience for similar works or non registered contractors having similar and adequate experience.
 - ii) The tenderer should submit the registration copy of PF, ESI & Service Tax.
 - ii) The tenderer shall be Income Tax assessee and shall submit the Audited Balance Sheet for the last three years.
3. Tenderer must have experience of at least three years in the field of dredging or contract management of vessels or running of owned/hired vessel and having done at least one similar work satisfactorily during the last three years costing Rs. 75.00 lakhs for each schedule quoted for or in multiple of this amount for the no. of schedules quoted for either his own or along with certificate from concerned authority to that effect.
 - a. Documentary evidence as on financial and material resources including equipment for execution of above works.
 - b. Latest certificate of solvency for Rs. 75.00 lakhs from Public sector/Scheduled Bank for each schedule quoted for or in multiple of this amount for the no. of schedule quoted for.
 - c. Annual statement of accounts for the last three years.
4. The complete bid as per tender documents should reach the office of Project Director (IBC) latest by 15:30 hrs on 17.01.2011. The technical bid will be opened on the same day at 16:00 hrs. The Pre bid meeting will be held on 03.01.2011 at 15.00 hrs

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.

Project Director (IBC)
IWAI, Noida

FORM OF TENDER

To,

The Project Director (IBC)
IWAI
A-13, Sector -1,
NOIDA (201301)
Gautam Budh Nagar (U.P.)

Dear Sir,

We (M/s -----) of having read and fully understood the specification, conditions of tender and general conditions of contract hereby tender to man, operate and maintain Cutter Suction Dredging Unit comprising of one Cutter Suction Dredger, one Workboat/Tug, and one Accommodation Boat of the IWAI or Workboat/Tug supplied by us or hired by IWAI from any another firm in accordance with and so forth in Notice Inviting Tender, General Conditions of Contract.

The quotations have been submitted in **Cover-I** and **Cover-II** as stipulated in your Tender Notice.

We hereby agree that the said specification, conditions of tender and general Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Authority shall constitute the contract.

We have deposited with the Project Director (IBC), IWAI, NOIDA an amount of Rs. -- ----- (in words) vide DD No. ----- of ----- Bank dated ----- as Earnest Money for the tender.

Should Authority ask for a break up of our price, we shall submit the same forthwith adequate justification to establish its veracity, failing which the Authority may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

(Duly Authorised to sign the tender on behalf of the contractor)

Witness _____

Name _____

Signature _____

Designation _____

Name _____

Name of Company _____

(IN BLOCK LETTER)

Date _____

Name &

Address _____

_____ Postal

Address _____

Telegraphic Address _____

Fax No. _____

Telephone No. _____

Note: All blank spaces too be filled in by the Tenderer and be submitted along with tender.

INVITATION OF OFFERS FOR MANNING, OPERATION AND MAINTENANCE OF CUTTER SUCTION DREDGING UNIT EACH COMPRISING OF ONE CUTTER SUCTION DREDGER, ONE WORKBOAT/TUG AND ONE ACCOMMOATION BOAT IN RIVER GANGA(NW-1) AND RIVER BRAHMAPUTRA (NW-2).

1. INTRODUCTION

Inland Waterways Authority of India having offices at Kolkata, Farakka, Bhagalpur, Patna, Varanasi and Allahabad in Ganga on the National Waterway No.1 and at Pandu on the River Brahmaputra i.e. National Waterways No.2, owns & operates various kinds of vessels for development, maintenance and management of the National Waterway No.-1 and National Waterways No.2 for the purpose of shipping and safe navigation. In order to meet the existing shortage of skilled/semi skilled manpower for operation and maintenance of above mentioned vessels, it is proposed to give Cutter Suction Dredging Unit each comprising of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat on contract management to carry out the Dredging operation effectively on River Ganga and River Brahmaputra (NW-2) to qualified, experienced and resourceful companies/firms/personnel in various categories on contract from reputed fleet operators, shipping agents and manning contractors for vessels from January 2011 for an initial period of three years and extendable yearly basis upto a total period of five years.

2. INFORMATION AND INSTRUCTIONS FOR TENDERERS

GENERAL

1. Submission of Tenders: tenders should be submitted in two parts.

(i) Cover –I: Terms and condition:

This cover should contain a confirmation as of the tenderers for acceptance of terms and conditions contained herein, any deviation from terms and conditions quoting the specific clause as well as the reason for deviation, a full synopsis of their ability and experience in carrying out dredging in rivers or similar operations or contract management of vessels for last 3 years, minimum lead time required to mobilize the resources and latest audited balance sheets and the annual reports of the company to be submitted. This cover should also contain a blank price bid format indicating the tenderers acceptance of the price bid format and nature of any additional change tenderers wish to include.

(ii) Cover-II: Price Bid.

This cover will be opened only after IWAI is satisfied with contents of **Cover-I** as well as the qualification of the tenderer. This cover will contain price bid in the specified format, all blank space dully filled in, and signed by the tenderer under the common seal of the company.

Earnest money shall be included in **Cover-I** separately for each schedule quoted for, without which no tender will be evaluated. EMD will be refunded to the unsuccessful tenderers without interest as soon as possible after award of contract.

2.1 The tender shall be submitted in the prescribed form and the same shall be signed in all pages and in all copies properly as laid down hereunder:

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

(b) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address(s) or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of 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 tenders.

(c) If the tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

2.2 Earnest money deposit as specified for each cutter suction dredging unit for the indicated stretches must accompany the tender. The tenderer who wishes to participate in more than one stretch will have to submit the EMD for each CSD Unit separately. This deposit shall be in favour of Inland Waterways Authority of India. Fund in the shape of demand draft on any Nationalized Bank or Scheduled bank of India payable at Noida/New Delhi.

(a) The Earnest Money Deposit shall be refunded to the unsuccessful tenderer.

(b) Interest shall not be paid on Earnest Money Deposit.

(c) In the case of successful tenderer, the E.M.D shall be forfeited on the following grounds:

(i) If the tenderer fails to sign the contract in accordance with clause 3 of conditions of contract on receipt of award of work

OR

(ii) If the tenderer fails to furnish the security deposit in accordance with conditions of contract.

2.2 The tenderer shall not be entitled during the period of validity of their offer, without the written consent of the Authority to revoke or withdraw their tender or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.

2.3 The firm/Agency may quote for one Cutter Suction Dredging Unit or more and accordingly submit separately the required EMD and also for the purpose of qualifying indicate that at least one similar work has been carried out satisfactorily during the last three years for the combined value of the number of CSD Units quoted for. The original tender document duly signed in every page by authorized signatory shall be returned with the offer

3. CONTRACT:

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

4. VALIDITY OF PRICES:

The tenderer shall quote the rates for various categories of personnel, POL and maintenance of vessels in the prescribed schedules enclosed herewith. The rates quoted shall be firm and shall be kept valid for consideration for at least 120 days from the date of closing of the tender.

5. BANNED OR DELISTED FIRMS:

The firm shall give a declaration that they have not been banned or de-listed by any govt. or quasi Govt. agency or public Sector Undertaking

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

6. DEFINITIONS:

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

- (a) Contract: means the document forming the tender acceptance thereof and the formal agreement executed between the Inland Waterways Authority of India and the firm together-with documents referred to therein.
- (b) Contract sum: means the amount arrived at by multiplying the numbers shown in the schedule of quantities with the respective category rates as allowed.
- (c) Contractor: means the successful tenderer who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (d) Authority: means the Inland Waterways Authority of India. (IWAI) having its office at A – 13, Sector – 1, Noida (U.P.) and includes therein legal representatives, successors and assigns.
- (e) Day: means a calendar day beginning and ending at mid-night.
- (f) Chairperson: means Chairperson of Inland Waterways Authority of India.
- (g) Engineer-In-Charge: means the Officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of and/or the Engineering Officer appointed by the IWAI or its duly authorized representative to direct, supervise and be In-charge of the works for the purpose of this contract.
- (h) Project Director (IBC): means the Project Director (IBC) of the Authority as the case may be.

- (i) Director: means the Director of the Authority, as the case may be.
- (j) Deputy Director: means the Deputy Director of the Authority as the case may be.
- (k) Assistant Director: means the Asstt. Director of the Authority as the case may be.
- (l) Work Order: means a letter from the Engineer-in-charge conveying the acceptance of tender/offer subject to such reservations as may have been stated therein.
- (m) Month: means the Calendar month.
- (n) Vessel: means the vessel/craft belonging to the Authority for which manning is to be provided.
- (o) Week: means seven consecutive calendar days.
- (p) Work/works: means work/works to be executed in accordance with the contract.

7. INTERPRETATIONS

7.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

7.2 Heading and marginal notes in these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

8. SECURITY DEPOSIT FOR PERFORMANCE:

8.1. The contractor whose tender is accepted has to enter into an agreement with IWAI. The EMD submitted by the successful bidder will be converted into Security Deposit. The tenderer will be required to furnish Performance Security for the due fulfillment of the contract for an amount of 5% of the contract value before signing of the agreement. The Security amount will be accepted in the form of crossed Demand Draft on any Nationalized Bank or Scheduled Bank of India, in favor of Inland Waterways Authority of India, Fund, payable at NOIDA/New Delhi or in the shape of Bank guarantee. In addition to the Performance Security, 5% of each bill value will be deducted from the payments made to the contractor as Security Deposit. The EMD amount converted to Security Deposit will be adjusted against the Security Deposit to be deducted from the first bill(s). The Bank Guarantee for the Performance Security may be initially for a period of one year which is to be extended by the contractor before the expiry on yearly basis and this Performance Security will be kept valid for 90 days beyond the currency of the contract. The Engineer-in-Charge shall have the right to get the Bank Guarantee extended through the contractor till such time, the contractual obligations are fulfilled. In case the contractor fails to commence the operation after handing over of the dredging unit to him or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWAI at its own discretion encash the Performance Security Bank Guarantee.

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

8.3 If the contractor having been called upon by the Chairperson to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Chairman:

i) To recover the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the authority.

Or

ii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work at the risk and cost of the contractor.

8.4 No claim shall lie against the Authority either in respect of interest or any depreciation in value of any security.

8.5 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Chairman to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Chairman shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

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

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

9. REFUND OF SECURITY DEPOSIT:

The security deposit less any amount due shall, on demand, be returned to the contractor or on payment of the amount of the final bill payable in accordance with clause 22, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

10. 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.

11. CONTRACT DOCUMENTS:

11.1 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'.

11.2 The Contractor shall be furnished free of charge two certified true copies of the contract documents.

11.3 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.

11.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

12. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:

12.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works performed by various categories of personnel on board the vessels.

12.2 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.

12.3 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

13. ASSIGNMENTS AND SUB-LETTING:

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

14. FACILITIES TO OTHER CONTRACTORS:

The contractor 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 for personnel and personnel of any other agency properly authorized by Authority or statutory body which may be employed at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

15. 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 foreclosure of the whole or part of the works.

16. 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.

17. 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 15. Hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause - 16.

18. CONTRACTORS SUPERVISION:

18.1 The contractor shall either himself supervise the performance of various personnel or shall appoint at his own expense a person/persons 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.

18.2 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.

19. LAWS GOVERNING THE CONTRACT:

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

20. LABOUR:

20.1 The contractor should obtain valid license under contract labour Act 1970, immediately after receiving the work order.

20.2(a) The contractor shall provide personnel in required numbers for operation and maintenance of vessels to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age, the minimum age specified in Indian Labour Law.

(b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

(c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

20.3 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by categories of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.

(i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them.

20.4 The Contractor shall pay to personnel employed by him, wages not less than wages as defined in Contract personnel (Regulation and Abolition) Act 1970 with General Rules framed there under and amendments made from time to time.

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

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

- i) Payment of wages Act.1936 (Amended)
- ii) Minimum wages Act. 1948 (Amended)
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act. 1923 as amended by Amendmed Act No. 65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) The Industrial Employment (Standing orders) Act.1946 (Amended).
- vii) The Industrial Disputes Act. 1947 (Amended)
- viii) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- (x) and all other applicable laws of the land.

20.7 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all personnel employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of personnel employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

20.8 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non-observance of the said Act and Rules framed there under with amendments made from time to time.

20.9 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-20 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-20 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 20 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Clause 20 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

20.10 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 20.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

20.11 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the

Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

20.12 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.

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

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

21. PAYMENT ON ACCOUNT:

21.1 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 attendance recorded in the attendance register.

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

21.3 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.

21.4 Payments due to the contractor shall be made by crossed cheque or RTGS mode by the Engineer-in-Charge or his authorized representative. The option for payment by RTGS mode shall be as per request of the contractor on production of format/declaration as per CVC guidelines. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the Engineer-in-Charge.

21.5 Any interim certificate given relating to work done 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 to which it relates are in accordance with the same.

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

21.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

22. OVER PAYMENTS AND UNDER PAYMENTS:

22.1 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.

22.2 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 31 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

22.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any or all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.

22.4 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.

22.5 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 23 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.

23. ARBITRATION:

23.1 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.

23.2 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 Chairman 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.

23.3 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.

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

23.5 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.

23.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000 and above.

23.7 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.

23.8 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.

23.9 The Venue of the arbitration proceeding shall be at Noida/New Delhi. It is further to clarify that both parties to this agreement hereby undertake not to have recourse to Civil Court to settle any of their dispute whatsoever, arising out of this agreement except through arbitration.

24. SCOPE OF WORK:

The Cutter Suction Dredging Unit shall be used for dredging in various stretches of National Waterway No.1 and National Waterway No.2. The contractor has to man, run, maintain and operate the cutter suction dredging unit as per directives of authorized officer of IWAI. He will be responsible for general maintenance, survey and running repairs of the vessels. The contractor is required to deploy the CSD unit as per the directives of the Regional Director or his authorised representative and operate the CSD unit for carrying out the dredging work and giving minimum dredging/guaranteed output.

The details of the Cutter Suction Dredging Unit to be deployed in different stretches is indicated below (IWAI reserves the right to change any particular Dredger or Workboat or Accommodation Boat of a similar size unit):-

Schedule A. In Haldia - Farakka Stretch of NW-1 one CSD unit consisting of one dredger (CSD Tapi/CSD Alaknanda/CSD Sweta/CSD Shipra alongwith one Workboat/Tug (belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

Schedule B. In Farakka - Patna Stretch of NW-1 one CSD Unit consisting of one dredger (CSD Tapi/CSD Alaknanda/CSD Sweta/CSD Shipra alongwith one Workboat/Tug (belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

Schedule C. In Farakka - Patna Stretch of NW-1 second CSD Unit consisting of one dredger (CSD Tapi/CSD Alaknanda/CSD Sweta/CSD Shipra alongwith one Workboat/Tug (belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

Schedule D. In Farakka - Patna Stretch of NW-1 third CSD Unit consisting of one dredger (CSD Tapi/CSD Alaknanda/CSD Sweta/CSD Shipra alongwith one Workboat/Tug (belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

Schedule E. In Patna – Varanasi Stretch of NW-1 one CSD Unit consisting of one dredger (CSD Jalangi/CSD Mahananda) alongwith one Workboat/Tug

(belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

Schedule F. In Patna – Varanasi Stretch of NW-1 second CSD Unit consisting of one dredger (CSD Jalangi/CSD Mahananda) alongwith one Workboat/Tug (belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

Schedule G. In Dhubri Pandu Stretch of NW-2 one CSD Unit consisting of one dredger CSD Tizu/CSD Mandovi/CSD Brahmani alongwith one Workboat/Tug (belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

Schedule H. In Pandu Neamati Stretch of NW-2 second CSD Unit consisting of one dredger CSD Tizu/CSD Mandovi/CSD Brahmani alongwith one Workboat/Tug (belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

Schedule I. In Neamati – Dibrugarh – Sadia Stretch of NW-2 third CSD Unit consisting of one dredger CSD Tizu/CSD Mandovi/CSD Brahmani alongwith one Workboat/Tug (belonging to IWAI or hired by IWAI or to be supplied by the tenderer) and one Accommodation Boat.

The details of the vessels are given below:

1. CUTTER SUCTION DREDGER

Particulars	CSD Mahananda/ Jalangi/Tizu	CSD Tapi/ Alaknanda/Sweta/Shipra/ Mandovi/Brahmani
Overall length	35 m	40 m
Capacity	500 cu. m. per hr.	500 cu. m. per hr.
Main Engine	867 HP	1200 HP
Material of hull	Steel	Steel
When built	2004	2009 – 2010
Registration	IWT Dte. Govt. of West Bengal	

2. WORKBOAT/TUG

Particulars	WB Lilly	Tug Bhagat Singh/Birsa Munda/Subhas Chandra Bose	PT Tilak
Overall length	24.00 m	24.00 m	22.00 m
Max Speed	9 knots	9 knots	9 knots
Main Engine	2 x 270 hp	2 x 270 hp	2 x 270 hp
Material of hull	Steel	Steel	Steel
When built	1988	2004	1988
Registration	IWT Dte. Govt. of West Bengal		

3. ACCOMMODATION BOAT

Particulars	H.B.	H.B.	A.B.
	Sivalik/Chandradinga/Udaigiri	Vindyas/Dhavalgiri	Kalsubai/--
Overall length	35 m	35m	35m
Accommodation	20 persons	20 persons	20 persons
Generator Engine	25 HP x 2	25 HP x 2	25 HP x 2
Material of hull	Steel	Steel	Steel
When built	2004	2002	2009
Registration	IWT Dte. Govt. of West Bengal		

25. MINIMUM DREDGING OUTPUT/GUARANTEED OUTPUT:

The tenderer is required to effectively deploy the dredging unit at the dredging site indicated by the Engineers representative in the minimum/shortest possible period which should not be less than 50km per day if the location of the dredger is to be changed. Further the minimum dredger output during a period of one month comprising of 25 working days should be at least 30,000 cu.m. and/or advancement of 12.50 m per hr. during the effective dredging time. The minimum output in one dredging season of 6 months having at least 66 effective dredging days and -----hrs. of effective dredging should be at least 1,80,000 cu.m.

26. DURATION:

This contract is for a period of three years commencing from December 2010 and extendable on yearly basis upto a total period of five years. The contract will come into force on the day of signing of agreement.

27. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:

1. **MANNING** – The contractor has to ensure for operating the dredging unit consisting of dredger, workboat/tug and accommodation boat by qualified/trained, competency certificate holders, personnel with adequate experience in the relevant field for Dredge Master (DM), Dredge Control Officer (DCO), Masters, Drivers, Greasers and crews as per the statutory requirement of Inland Vessels Act, 1917 (1 of 1917) and nature of work. The Dredge master shall be overall in-charge of the dredging unit for its operation, maintenance and running. He shall carry out the dredging operation as per the directives of the Engineer In-charge (E-I-C) or his representative.

Operating Personnel: The dredger and other/allied vessels are to be manned for operation with the crew and personals as given in the price bid:

The contractors should maintain adequate number of crew as reserve in their pay roll so that weekly, Gazetted leave and other leaves and exigencies can be accommodated by the Contractor.

All the Crew particularly Master, Driver shall have valid certificates of competency issued by the Statutory Body/MMD as the case may be. The NINI trained Greasers, Lascars, Seacunny or with adequate experience of minimum five years from reputed operators are to be deployed. The contractor shall comply with the provision of Statutory Authority applicable in relation to execution of works.

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

The Dredge Master who is the overall in-charge of the dredging unit will also be responsible to act as a Liaison Officer for interacting/communicating between IWAI (Engineer In-charge/Engineers representative and any other Supervisor or Officer connected with the Dredging activity in the respective stretches. The Dredge Master shall have independent means of communication (mobile/fax/telephone facility) to enable to be contacted even during emergency situation.

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

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

2. MINIMUM CONSOLIDATED WAGES INCLUDING STATUTORY ALLOWANCES :

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

The tenderer while submitting the bid has to disclose the monthly minimum and consolidated wages as well as the statutory allowances that are to be paid to each category of personal along with his percentage profit and overhead and administrative expenditure. Once declared/disclosed same is to be maintained with the provision for showing the valid documentary evidence as an when demanded by EIC. Hence, effort to be made for payment to the personal through schedule/commercial bank accounts having valid bank account number.

3. SERVICE TAX:

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

28. HANDING OVER OF CSD UNIT:

28.1 Handing Over & Taking Over Note:

The CSD Unit will be formally handed over to the contractor on signing the Agreement. The contractor shall be responsible for safety and working readiness of the CSD Unit and it's part & fittings till such time when the CSD Unit is handed back to IWAI. IWAI's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility. One detail handing over and taking over note of the CSD Unit is to be prepared and signed by the tenderer and EIC which shall form the part of the contract. The handing over and taking over note shall include the machinery

details fitted on board, condition of hull, detail inventory including deck outfit, tools and spare parts. On expiry of the contract period or termination or otherwise, the dredging unit shall be returned to IWAI as per the handing over and taking over note except the consumables which have been consumed over the contract period. The condition of the hull and machinery are to be checked and ensured that no substantial damages have been sustained while returning the unit to IWAI.

28.3 General Upkeep & Maintenance:

General upkeep, maintenance of the CSD Unit will be contractor's responsibility. This includes normal routine maintenance and cleanliness of the CSD Unit, proper mooring and berthing of the CSD Unit of minor nature or repair work so as to keep the vessel ready and fit for operation. The nature of repairs will be assessed as minor or major depending on the criteria fixed for that purpose.

29. REPAIR & MAINTENANCE

All repairs including replacement of parts whose aggregate cost do not exceed Rs.1,00,000 per month per CSD Unit shall be deemed as minor repairs. However where cost of a single item to be replaced exceed Rs.50,000/- then that shall not be considered as a minor repairs.

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

30. CONSUMABLES AND STORES:

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

31. FUEL AND LUBRICANTS:

Fuel HSD and lubricants for M.E. Gear Box, Hydraulic Oil etc. shall be arranged to be taken/stored on board at regular intervals by the contractor. The replenishments shall be so arranged that it does not affect the normal operation of the CSD Unit. Only the appropriate grade/quality of fuel and lubricants shall be used. All costs of fuel, lubricants and consumables are to be borne by the contractor. IWAI at his discretion may send the sample of POL testing. All costs of POL consumable and laboratory fees for POL testing are to be borne by the contractor.

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

The contract price will be subjected to adjustment of variation of prices High Speed Diesel (HSD) Oil only. The adjustment will be made according to the formula given below : $V = \frac{P-P_0}{P_0} \times R \times Q$

Where,

- i) V = Variation in price on account of HSD during the period under consideration.
- ii) PO = Price of HSD at the time of opening of tender.

- iii) P = Price of HSD for the period under consideration.
- iv) Q = Factor equal to 0.75 representing the component of HSD
- v) R = Value of work against tender during the period under consideration.

The contractor shall as practicable after any such increase/ decrease in the price of HSD becomes effective intimate the Engineer producing documentary evidence against such increase/decrease as the case may be. The Engineer shall be entitled to make any independent enquiries which he consider necessary and shall decide the amount of variation to be paid to or allowed by the contractor in accordance with the stated formula. However, price variation upto 5% of the quoted price will have to be absorbed by the tenderer in case of increase in price and similarly will have to be absorbed by IWAI in case of decrease in price.

32. **OPERATION:**

The CSD Unit shall be under the operational command of Director, IWAI, Patna or Director IWAI Kolkata in NW-1 and Director IWAI Guwahati or his authorized representative in NW-2 and contractor shall be bound to carry out all legal and feasible operation ordered by the concerned field Director of IWAI or his authorized officer.

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

The CSD Unit shall be made ready for operation within 1 hour of receiving appropriate order from the authorized officer.

33. **OPERATIONAL MODE AND CHARGES:**

Normal operating Hour's for the CSD Unit shall be from 06.00 hrs to 18.00 hrs day. The operational period for calculation of charges due to the contractor and other purposes will be counted as follows in three modes.

A) IN OPERATION MODE: The CSD Unit shall be deemed to be in operation from the point of time the Main Engine are started as per order described in Clause 32 above till such time the main engine are stopped.

B) ON STAND BY MODE: The CSD Unit shall be deemed to be on stand by if the CSD Unit is made available to the authorized officer fully ready & fit for operation with sufficient Crew, fuel and stores on board whereby the officer can order the master to commerce operation at 1 hour notice.

C) IDLE TIME: When the contractor is unable to make available the CSD Unit 'on standby' mode for at least twelve hours in a day then the CSD Unit shall be deemed to be idle for that day.

34. ACCRUE OF CHARGE: The charges shall accrue to the contractor at the rates quoted by him & accepted by IWAI in the following manner.

A) DAILY CHARGE This charges shall be paid for every day the CSD Unit is 'on standby' mode described above.

B) HOURLY RATE: The rate shall be paid over and above the daily rate for the period in which CSD Unit is ‘in operation’ mode. The contractor shall not be eligible for any charge for a day deemed as idle.

C) OVERTIME RATE: Any duration of time for which the CSD Unit is required to operate beyond the ‘Normal operating’ hours shall be charged at ‘Overtime Rate’.

35. DEDUCTION, PENALTIES AND INCENTIVES:

The deductions, penalties on account of non-achievement of minimum dredging output of 1,80,000 cu.m. in one dredging season of six months as well as the incentives in case more than the minimum dredging output of 1,80,000 cu. m. is achieved is given in a tabular format below. The penalty/incentive is to be calculated on six months (180 days) total charges for working season.

Sl No.	Minimum Targeted Output (cu. m.)	Achieved Output (cu. m.)	Penalty	Achieved Output (cu. m.)	Incentive
1.	1,80,000	1,80,000	Nil	1,80,000	Nil
2.	1,80,000	Less than 1,71,000	5% of charges	More than 1,89,000	5% of charges
3.	1,80,000	Less than 1,62,000	10% of charges	More than 1,98,000	10% of charges
4.	1,80,000	Less than 1,53,000	15% of charges	More than 2,07,000	15% of charges
5.	1,80,000	Less than 1,44,000	20% of charges	More than 2,16,000	20% of charges
6.	1,80,000	Less than 1,35,000	25% of charges	More than 2,25,000	25% of charges
7.	1,80,000	Less than 1,26,000	30% of charges	More than 2,33,000	30% of charges
8.	1,80,000	Less than 1,17,000	35% of charges	More than 2,41,000	35% of charges
9.	1,80,000	Less than 1,08,000	40% of charges	More than 2,49,000	40% of charges

36. CERTIFICATES, INSURANCE & SURETY :

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

If for this the CSD Unit is to be Surveyed/Inspected by the concerned authorities and repaired as recommended all the Survey expenses for this purpose shall be borne by the contractor. All necessary Survey certificates are available with IWAI and copy of which will be handed over to the successful tenderer. It will be the duty of the contractor to keep all the certificates valid, updated as and when required. Present validity of survey certificates will be handed over to the successful tenderer.

37. INSURANCE:

For the purpose of insurance the cost of the CSD Unit is to be taken as indicated below. The insurance has to done by the contractor in the following manner.

CSD Mahananda/Jalangi/Tizu	Rs. 550 Lakhs
CSD Tapi/ Alaknanda/Sweta/Shipra	Rs. 1077 Lakhs
Workboats/Tugs	Rs. 250 Lakhs
Accommodation Boat	Rs. 130 Lakhs

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

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

IWAI shall be the beneficiary of the first two policies (a) & (b) and shall reimburse the cost of yearly premium on production of original receipt/document and submission of the same by the contractor. The yearly premium rate for (a & b) is to be quoted by the contractor as in item (d) of the price bid.

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

38. LAW OF THE LAND:

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the Contractor at their own coat. IWAI shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fail to comply with the relevant rules, and regulations and the consequential damages are to be borne by IWAI.

39. AMOUNT:

The contractor will be paid on monthly basis. He has to submit his bill/invoice for a month within 8th day of the next month along with the log book extract and bills

of major repair if any duly certified by the authorized officer, the proof of the payment of wagers as agreed from year to year basis. All the authentic and correct bills will be paid within 30 days from the date of submission.

40. OWNERSHIP:

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

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

41. TERMINATION:

The contract can be terminated by either party after duly serving notice for minimum one month.

42. WAGE ESCALATION:

Escalation on account of wages will be fixed at 5% Per Annum after completion of one year.

43. ESCALATION ON REPAIR & MAINTENANCE IF ANY :

The repair and maintenance cost in case of major repairs will be reimbursed at actual. For minor repairs the 5% escalation per annum will be applicable.

44. PAYMENT TERMS DURING MAJOR REPAIR AND DRY DOCKING:

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

Price Schedule (A)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT

Stretch **Haldia - Farakka** of National Waterway **No.-1.**

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs.)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction	Dredge pump engine	6		
2.	Dredger	Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

1. Please see Clause of terms and conditions of contract
2. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
3. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

Price Schedule (B)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT (FIRST)

Stretch **Farakka** – **Patna** of National Waterway **No.-1**.

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction Dredger	Dredge pump engine	6		
2.		Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

4. Please see Clause of terms and conditions of contract
5. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
6. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

Price Schedule (C)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT (SECOND)

Stretch **Farakka** – **Patna** of National Waterway **No.-1**.

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction Dredger	Dredge pump engine	6		
2.		Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

7. Please see Clause of terms and conditions of contract
8. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
9. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

Price Schedule (D)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT (THIRD)

Stretch **Farakka - Patna** of National Waterway **No.-1**.

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction Dredger	Dredge pump engine	6		
2.		Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

10. Please see Clause of terms and conditions of contract
11. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
12. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

Price Schedule (E)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT (FIRST)

Stretch **Patna – Varanasi** of National Waterway **No.-1.**

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction Dredger	Dredge pump engine	6		
2.		Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

13. Please see Clause of terms and conditions of contract
14. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
15. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

Price Schedule (F)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT (SECOND)

Stretch **Patna – Varanasi** of National Waterway **No.-1.**

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction Dredger	Dredge pump engine	6		
2.		Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

16. Please see Clause of terms and conditions of contract
17. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
18. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

Price Schedule (G)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT

Stretch **Dhubri** - **Pandu** of National Waterway **No.-2**.

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction Dredger	Dredge pump engine	6		
2.		Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

19. Please see Clause of terms and conditions of contract
20. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
21. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

Price Schedule (H)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT

Stretch **Pandu** – **Neamati** of National Waterway **No.-2**.

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction Dredger	Dredge pump engine	6		
2.		Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

22. Please see Clause of terms and conditions of contract
23. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
24. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

Price Schedule (I)

RATE FOR OPERATION, REPAIR AND MAINTENANCE OF ONE CUTTER SUCTION DREDGING UNIT

Stretch **Neamati - Dibrugarh** of National Waterway **No.-2**.

Dredging Unit consisting of one Cutter Suction Dredger, one Workboat/Tug and one Accommodation Boat.

(PRICE BID)

A. Manning Charges

Sl. No.	Item/Particular	Location	Per day charges (Rs)	Overtime Charges for two hrs. (Rs)
1.	Dredge Master	Dredger		
2.	DCO	Dredger		
3.	Licensed Engine Driver	Dredger		
4.	Driver 1 st class	Dredger		
5.	Greaser	Dredger		
6.	Lascar	Dredger		
7.	Lascar	Dredger		
8.	Pipeline in-charge	Dredger		
9.	Pipeline Assistant	Dredger		
10.	Pipeline Assistant	Dredger		
11.	Labourer	Dredger		
12.	Labourer	Dredger		
13.	Labourer	Dredger		
14.	Labourer	Dredger		
15.	Master 1 st class	Work Boat		
16.	Driver 2 nd class	Work Boat		
17.	Greaser	Work Boat		
18.	Lascar	Work Boat		
19.	Cook	Work Boat		
20.	Greaser	Acco. Boat		
21.	Lascar	Acco. Boat		
22.	Lascar	Acco. Boat		
23.	Cook	Acco. Boat		
	Sub Total – A	23 nos.		

B. Running Charges for Engine Including all Expenses

Sl. No.	Location	Machinery	No. of hrs. Run	Rate per hr. (Rs.)	Rate per day (Rs.)
1.	Cutter Suction Dredger	Dredge pump engine	6		
2.		Generator engine	4		
3.	Work Boat	Main engine (Both)	6		
4.		Generator engine	6		
5.	Accommodation Boat	Generator engine	8		
Sub Total – B					

C. Minor repair & maintenance charge L.S. Rs.-----per month/30 = ----- per day

D. Consumable & stores L.S. Rs. ----- per month/30 = ----- per day

TOTAL = ----- per day

Total rate for operation of one dredging unit with all expenses Rs. ----- per day

(Rupees ----- per day)

Conditions:

25. Please see Clause of terms and conditions of contract
26. The tender will be evaluated on the basis of GROSS amount taking daily rate for 335 days and 2000 hours for hourly rates plus charge indicated.
27. The tenderer should clearly indicate the nature other charge applicable in the Terms and conditions. Rate should be indicated in word also.

AGREEMENT FORM
(For Contract Management of Vessels)

AGREEMENT BETWEEN
INLAND WATERWAYS AUTHORITY OF INDIA
AND
CONTRACTOR

This agreement made on this day of Two thousand ten between the Inland Waterways Authority of India, A – 13, Sector – 1, Noida 201 301, U.P. (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and Contractor which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office on the other part.

WHEREAS IWAI is desirous of giving on contract management basis one dredging unit of consisting of one cutter suction dredger, one work boat/Tug and one accommodation boat initially for a period of three years and extendable on yearly basis upto a total maximum of five years in the identified stretch of National Waterway No.1/National Waterway No.2 for deploying the same effectively for dredging of National waterways to maintain the targeted depth in the fairway to be developed/maintained.

WHEREAS THE CONTRACTOR has agreed to undertake on contract management basis the work of effectively deploying one CSD unit and provide required manpower for manning, operation and maintenance of IWAI dredging unit on terms and conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

- A. (a) The contractor shall undertake on contract management basis the work of deploying one CSD unit which includes manning, operation and maintenance of IWAI dredging unit initially for a period of three years which may be extended on yearly basis upto a maximum of five years. The competent and experienced personnel will be engaged by the contractor on the dredging unit.
- (b) The contractor shall be responsible for salary, wages, medical benefits, insurance, traveling expenses and other statutory dues towards the men engaged by him for the above work.
- (c) IWAI shall pay monthly bills within 30 days of presenting the same by the Contractor based on vessel logbook, deployment/attendance of their manpower during previous month, duly signed by the supervising official of IWAI.

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

- B. **Remuneration:** As per work order
- C. **Arbitration:** As per tender Clause
- D. Details of Correspondence and documents being part of this agreement.
 - a)
 - b)

In WITNESS whereof the IWAI has caused Project Director (IBC) on its behalf to hereunto set his hand and the Contractor has hereunto set his hand and the Company has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

- 1)
- 2)

Project Director (IBC)

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

Witnesses of Contractor

- 1)

Contractor