



TENDER
FOR

Procurement of 8 Nos. Amphibian Dredger

TENDER No.

IWAI/WB/NW-1/14/19/2014-Part-1

INLAND WATERWAYS AUTHORITY OF INDIA

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

Web Site: www.iwai.nic.in

12.08.2026

DISCLAIMER

1. This Tender Document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Applicants or any other person. The purpose of this Tender Document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender Document.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document and it is not possible for IWAI to consider particular needs of each party who reads or uses this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the Procurement of 8 Nos. Amphibian Dredger such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own independent investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender Document and obtains independent advice from appropriate sources.
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4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender Document does not imply that IWAI is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender Document. Such revisions to the Tender Document / amended Tender Document will be made available on the website of IWAI.

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SECTION-I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA
(MINISTRY OF PORTS, SHIPPING AND WATERWAYS, GOVT. OF INDIA)
A-13, Sector-1, Gautam Buddha Nagar, NOIDA (U.P.) - 201301
Tel: (0120) 2474007
Web site: www.iwai.nic.in; <https://eprocure.gov.in/eprocure/app>

NOTICE INVITING E-TENDER

Introduction:

Chief Engineer, NW-1 (JMVP), IWAI on behalf of Chairman, Inland Waterways Authority of India (IWAI) invites online Bids **from the reputed Contractors/Companies/Firms** in two cover system (Cover – I: Technical Bid and Cover – II: Financial Bid) for “Procurement of 8 Nos. Amphibian Dredger”

Critical Data sheet:

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI's website “www.iwai.nic.in” and pay INR 5,900/- (Rs.5,000+ Rs.900 i.e., 18% GST) (Rupees Five Thousand and Nine Hundred only) as the cost of tender document / tender fee to be deposited to IWAI fund through RTGS / NEFT.

As this is a composite work contract, exemptions to MSME is not allowed.

Some important dates for this tender process are as follows:

Document Download Start Date	12.08.2026 at 1800 hrs.
Date of submission of pre-bid queries	27.08.2026
Pre-bid meeting	27.08.2026 at 1500 hrs.
Bid Submission Last Date	26.09.2026 up to 1500 hrs.
Technical Bid Opening Date	28.09.2026 at 1100 hrs.
Cost of Tender Document	INR 5,900 including 18% GST

a) Scope of the work:

In brief, the Scope of Work for the appointed firm shall be Procurement of 8 Nos. Amphibian Dredger as per the terms and conditions and technical specifications stipulated in the Tender Document. The detailed Terms of Reference (ToR) / Scope of Work shall be as described in the **Section-VI** of this Tender Document

b) Method of Selection:

Bidder will be selected under Cost Based Selection-L1 (CBS) and procedures described in this Tender Document.

c) Clarifications:

Clarification / Query if any on the Tender Document shall be obtained from the following address:

Chief Engineer (NW-1)
A-13, Sector-1, Gautam Buddha Nagar,
NOIDA (U.P.) - 201301
Email: prabahan.b@iwai.gov.in
Website: www.iwai.nic.in

- d)** 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.

Chief Engineer (NW-1), IWAI, NOIDA

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

1 Background

- 1.1 Inland Waterways Authority of India (IWAI) [hereinafter referred to as “employer”] is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). In April, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland waterway vessels, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India’s global trade competitiveness.
- 1.3 The National Waterway-1 (NW-1), Ganga-Bhagirathi-Hooghly river system is located in India and runs from Allahabad/ Prayagraj to Haldia across the Ganges, Bhagirathi and Hooghly river systems. It is 1620 km long, making it the longest waterway in India. It is of prime importance amongst all the national waterways considering its locational advantages. The NW-1 passes through Uttar Pradesh, Bihar, Jharkhand and West Bengal and serves major cities and their industrial hinterland.
- 1.4 Considering the strong potential for transportation of multiple cargoes such as coal, fly ash, cement and clinker, stone chips, edible oils, petroleum products, foods grains and over dimensional cargo, the Purchaser is implementing “Jal Marg Vikas Project (JMVP)” for capacity augmentation of NW-1 to improve the navigability of NW-1 through: (i) fairway development by providing an assured depth of 2.2m to 3.0m throughout the corridor for atleast three hundred thirty (330) days in a year to make it navigable for comparatively larger vessels of 1,500-3,000 DWT for which Amphibian dredgers are required; and (ii) civil structures, logistics and communications interventions required that includes multimodal terminals, jetties, navigational locks, barrages, channel marking systems etc..

2 Introduction

- 2.1 The Employer will select a firm / organization (the “Contractor”) in accordance with the evaluation process and method of selection specified in clause 15 & clause 16.2 Section- II: Instruction to Bidder (ITB).
- 2.2 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment/Job has been described in Section - VI: Terms of Reference

- 2.3 The date, time, and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

3 Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria: -

- 3.1 Bidder may be a firm that is a private entity, a government owned entity or any combination of such entities in the form of JV/consortium under an existing agreement or with the intent to enter into such agreement supported by a Letter of Intent. Bidders that are Government owned entity in the employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the employer.
- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. The Bidder can provide the details of the works that have been substantially completed. "Substantially Completed Works" shall be based on completion of 90% or more works that have been financially completed under the claimed relevant component of the contract. Substantial completion of works shall be supported by client certificates with the name of the work including component breakup of relevant work to the extent of similar work, work order value, start date, percentage of similar work completed **till date of issue of the Tender in financial terms** (Net Payment received against the Contract) as indicated in Form 4B. In case the work was performed by the Bidder in a JV/Consortium, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 3.3 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section III data sheet. Submitting completion certificate from the client on its letter head is mandatory. In case the work of a foreign firm is being submitted for pre qualification, the document should be apostilled.

- 3.4 Average Annual Turnover during the last **three (03) years ending 31st March of the previous financial year** should be as mentioned in clause 16.1.2 of ITB. The bidder should be profitable organization based on Profit before Tax (PBT) for at least 02 (two) out of 3 (three) financial years mentioned above. The Bidders shall provide financial turnover of the firm for the last three years along with profit & Loss statement for corresponding years duly certified by statutory auditor(s).
- 3.5 Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.6 The similar work experience of parent company/subsidiary/sister Company or any associated firm/company of the Bidder shall not be considered unless the parent company/subsidiary/sister company or associated firm/company is part of the JV/Consortium participating in the Bid.
- 3.7 The Bidder shall offer and make available the list of all Key Personnel as specified in Clause - 7 of Section – VI: Terms of Reference.
- 3.8 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 3.9 The Bidder shall also indicate following:
- 3.9.1 The Bidder shall have adequate resources for successful execution for Design, construction, delivery, and commissioning Of 8 Nos. Amphibian Dredgers and should be financially solvent. Bidder shall provide a certificate from any nationalized/scheduled bank in India for an amount as indicated in Section - III: Data Sheet establishing availability of liquid assets and other financial means sufficient to meet the construction cash flow requirements for the subject contract.
- 3.9.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- 3.9.3 A preliminary design and detailed schedule of detailed design, supply, installation, testing and commissioning is required to be submitted.
- 3.9.4 The details of manufacturing yard as the proof of adequate capacity available for the work which must include the size, capacity, and facilities etc, is

required to be furnished along with the registration / trade licence (as applicable) from the concerned authorities.

4 Pre-bid Meeting

A Pre-Bid meeting in hybrid mode shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum no. of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his/her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The bidders may put forth their pre-bid queries in the format prescribed in Form 4J, Section IV.

The link of the pre bid meeting is as follows:

<https://teams.microsoft.com/meet/496959791072701?p=DQk6w9gAL0F7KjTkUq>

5 Clarifications and Addendums

5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.

5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure mentioned hereunder:

(i) At any time before the submission of Bids, the Employer may amend the Tender Document by issuing an addendum/corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment will be uploaded on the website and will be binding on the Contractor. The Contractors shall acknowledge receipt of all amendments. However, failure of any contractor to furnish such acknowledgement shall not by itself take away the binding nature of the any / all amendments. To give

Contractors reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in" All bidders participating in the bid shall be deemed to have kept them informed and updated about each such amendment / clarification which is posted on the above website from time to time.

6 Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender Document. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid. Bidders shall adhere to the requirements mentioned below:

6.1 EMD

Bidders shall furnish EMD of the required amount for Procurement Of 8 Nos. Amphibian Dredgers as mentioned in Section III Data Sheet. As this is a composite work contract, exemptions to MSME is not allowed. In case of a JV/Consortium; EMD should be deposited in the name of the JV/Consortium by either the JV/Consortium itself or an authorized representative. If the JV/Consortium has not been legally established by the tender submission date, the Bid Security can be submitted in the name of any JV/Consortium members as per the MOU, regardless of each member's share in the JV/Consortium.

EMD for the amount mentioned above shall be deposited to IWAI Fund through RTGS/NEFT in the following account or in the form of Bank Guarantee/ E- Bank Guarantee/Account payee DD/ Insurance surety bond/banker's cheque issued/ confirmed by any of the Scheduled Banks (as defined in section 2(e) of the RBI Act 1934):

i.)	Name of Bank Account:	IWAI FUND
ii.)	Bank Name and Address	Union Bank of India, Sector 15, Noida
iii.)	Bank Account Number	5132020500000007
iv.)	IFSC Code	UBIN0551325

- 6.1.1 The Earnest Money of the successful Bidder submitted in the form of RTGS will be retained as Security Deposit.
- 6.1.2 Bids submitted without EMD shall be treated as non-responsive.
- 6.1.3 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

- 6.1.4 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.
- 6.1.5 The Earnest Money of the successful Bidder submitted in the form of RTGS will be retained as Security Deposit.
- 6.1.6 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - (iii) If the Bidder tries to influence the evaluation process.
 - (iv) If the Bidder withdraws his proposal during negotiations.
 - (v) ~~In case the Bidder, submits false certificate in terms of any documents supported to such Tender.~~
 - (vi) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of award of work
 - (vii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing.
 - (viii) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
 - (ix) In case the bidder fails to furnish the prescribed performance guarantee within the prescribed period as mentioned in clause 5 of GCC
 - (x) In case of forfeiture of earnest money, as prescribed in vii and ix above, the tenderer shall not be allowed to participate in the retendering process of the work.

6.2 Cost of Tender Document/Tender Fee

All Bidders are required to pay the cost of Tender Document separately for **PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS** as mentioned in Section-III, Clause 8 of Data Sheet through RTGS/NEFT to be deposited in the following account. The cost of Tender Document is Non-Refundable.

As this is a composite work contract, exemptions to MSME is not allowed.

- i) Name of Bank Account: IWAI FUND
- ii) Bank Name and Address: Union Bank of India, Sector 15, Noida
- iii) Bank Account number: 513202050000007
- iv) IFSC: UBIN0551325

6.3 Financial Capability & Construction Cash Flow

The bidder shall demonstrate access to, or availability of, liquid assets, lines of credit, and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash flow requirement of ₹32.40 Crore (40% of Estimated Cost) for the subject contract.

6.3.1 Pre-Qualification of Financial Capabilities:

Bidders (individually in case of JV/Consortium) must demonstrate adequate sources of finance to meet the cash flow requirements for the subject work as well as ongoing commitments by providing a certificate from any nationalized/scheduled bank in India/certificate from statutory auditor/Certified Public Accountant for an amount as indicated in Section - III: Data Sheet establishing availability of liquid assets and other financial means sufficient to meet the construction cash flow requirements for the subject contract

6.3.2 In case of a JV/Consortium, the financial capability shall be evaluated as per Clause 16.1.1.

6.3.3 The certificate submitted by the bidder shall not be older than one (01) month from the Bid Submission Last Date. In case bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.

6.4 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 1. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

6.5 Currency

Bidders shall quote the price of their Assignment/job in Indian Rupees.

6.6 Language

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this Tender Document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects as per this Tender Document. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query/ clarification from the Employer shall be in English and in case any of these documents is in another language, it must be

accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.7 Bid Validity

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional staff Proposed in the Bid and that their financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 Number of Bids

A bidder can submit one bid only either as a single entity or in the form of a JV/consortium. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

6.9 Bids by Joint venture/consortium

- 6.9.1 The Joint Venture/consortium can be entered between two firms only.
- 6.9.2 The lead member should have highest share of participation in a JV/consortium.
- 6.9.3 The minimum percentage share of the 2nd member **shall be 25%**, with total share of all the JV/consortium members being 100%.
- 6.9.4 There shall be a Joint Venture/Consortium Agreement/ Memorandum of Understanding specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. A copy of the Joint Venture/Consortium Agreement/ MOU in accordance with requirements mentioned shall be submitted along with the bid. The bidder has to submit documentary proof of "intent of forming JV/consortium" on Rs.100/- registered stamp paper at the time of submission of bid. The bidder is required to submit the Letter of Intent to enter into a JV / Consortium agreement (in Form-4M) should contain at least the following:
 - Name of the Lead Partner

- Clearly mentioned Percentage share of JV / Consortium members adhering to the clause 6.9.3 mentioned above.
- All the partners shall jointly and severally liable for the execution of the Contract in accordance with the Contract terms”

However, successful bidder is required to submit proof of registration of JV/consortium after issue of Letter of Intent and before signing of agreement.

- 6.9.5 Lead partner’s authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners /members of JV/consortium
- 6.9.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture/Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- 6.9.7 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture/consortium. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most experienced i.e. Lead Partner, defined as such in the Communication approving the qualification, defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
- 6.9.8 Notwithstanding the permission ~~to~~ for assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause 6.9.7 above, all the partners of the Joint Venture/consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- 6.9.9 The bid submitted shall contain all relevant information for each member of JV/consortium as per the requirement stipulated under clause 10.1 of ITB
- 6.9.10 Lead member should have stake in the Joint Venture / consortium as stipulated in Clause 6.9.3 of Instructions to Bidders (ITB). However, the JV / Consortium members together shall meet the overall qualification Criteria stipulated in Clause 16.1 of ITB.
- 6.9.11 For sustainability of JV/Consortium, clause 69 of GCC shall be referred.

7 Conflict of Interest

- 7.1 Employer requires that selected bidder (Contractor) provides professional, objective, and impartial advice and at all times holds the Employer's interest is paramount, strictly avoids conflicts with other assignment(s)/job(s) or his own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-
- (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than design and build assignment/job for a project shall be disqualified from providing design and build assignment/job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than design and build assignment/job resulting from or directly related to the firms design and build assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than design and build assignment/job are defined as those leading to a measurable physical output; for example, surveys, exploratory drilling, aerial photography, satellite imagery etc.
- (b) **Conflicting assignment/ job:** A Contractor {including its Personnel and Sub-Contractor(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Contractor to be executed for the same or for another Employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
- (c) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 7.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Contractor fails

to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment on this ground alone.

- 7.4 No agency or current employees or consultants of the Employer shall work as Contractors under their own ministries, departments, or agencies. The contract is liable for cancellation if either the Contractor himself or any of his employees or representatives are found to be persons/person who have held class I post under IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of IWAI, or the chairman as the case may be, and employment as contractor, 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 this clause, IWAI 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 IWAI on account of such termination without prejudice to IWAI's right to proceed for legal action against such officer.

8 Acknowledgement by Bidder

It shall be deemed that by submitting the Bid, the Bidder has: -

- 8.1 Made a complete and careful examination of this Tender for **PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS** received all relevant information requested from the Employer;
- 8.2 Satisfied itself about all matters and necessary information required for submitting a competitive bid; inter-alia including fully familiarizing itself with the site and other conditions prevailing at site.
- 8.3 Updated itself about any amendments / clarifications that have been posted on the website in terms of clause 5.2 above.
- 8.4 Acknowledged that he does not have a Conflict of Interest; and
- 8.5 Agreed to be bound by the undertaking provided by him under the terms and conditions laid in this tender document.

9 Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Contractors/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enroll in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enrol Here" on the home page

portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Contractors/Bidders through email id provided.

- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 Contractor/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my favorites” folder.
- 9.12 From the favorite’s folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/XLS/RAR/JPG formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through Zip/RAR and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This

will facilitate the Bid submission process making it faster by reducing upload time of Bids.

- 9.16 Bidder should submit the Cost of Tender document/ EMD for the amount as specified in Section –III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Cost of Tender Document/ EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.

- 9.25 The Bidder should ensure/see that the Bid document submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e- Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers' public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.

10 Submission of Bids

The scanned copy of the Technical and Financial Bids, complete in all respects for "PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS" should be submitted. Bids shall be submitted in two covers. The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.

The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

10.1 Cover-I: Technical Bid

10.1.1 Enclosure – I

- a. Scanned copy of the proof of Cost of Tender Document as specified in Section III: Data sheet (The Original payment instruments should be posted / couriered /

given in person so as to reach to the Employer on or before the Bid closing date and time.)

- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet and Annex – VI (if submitted in the form of BG) (The Original payment instruments should be posted / couriered / given in person so as to reach to the Employer on or before the Bid closing date and time.)
- c. Proof of financial capability for the amount as specified in Section – III: Data Sheet
- d. Power of Attorney for the authorized person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport/Driving license/Voter's ID etc.) of the authorized representative.
- e. Power of Attorney for lead member of the JV/Consortium as per Form 4K
- f. Joint Bidding Agreement as per Form 4M
- g. Statement of legal Capacity as per Form 4L
- h. Bidders Self Declaration of local content Form 4P(A)
- i. Auditor certificate for local content Form 4P(B)
- j. Certificate/Undertaking of compliance under Rule 144 (xi) of GFR 2017 Form 4Q
- k. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – V
- l. Scanned copy of Form of Tender (Form 4A)
- m. Scanned copy of a signed declaration by the bidders (Form 4G)
- n. Bidders Information Form (Form 4H)
- o. Composition/Ownership/Shareholding pattern of the organization
- p. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- q. Registration/incorporation certificate of the company/Firm.
- r. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorized signatory of the bidder.

10.1.2 Enclosure – II

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year i.e. 2022-23, 2023-24 and 2024-25.
- b. Income Tax Return (ITR) filed by the Bidder for the last three financial years i.e. 2022-23, 2023-24 and 2024-25.
- c. Scanned copy of GST Registration certificate.
- d. Scanned copy of PAN card of the Bidder.
- e. Form 4C of Section IV for average annual turnover with profit & loss statement
- f. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- g. Integrity agreement in format given at Annex- VIII.

10.1.3 Enclosure – III

Scanned copy of complete Company profile with details such as:

- a. Background of the organization.
- b. Copies of completion certificate on client letter head for similar projects executed by the bidder in last seven years. The submitted certificates shall comply to conditions laid in clause 3 of ITB (Bidder Eligibility Criteria) Such eligible projects shall be supplied in Form 4B of Section IV.
- c. Copies of work order/agreement with value and status (% completed till submission) in case of on-going work shall be submitted separately as proof of on-going assignments as per Form- 4F of Section IV. The bidder shall also submit, along with Form – 4F, plan/provision to move the existing machinery to the project site when required.
- d. General Construction experience of the bidder to be submitted as per Form 4N
- e. List of litigation history.

10.1.4 Enclosure – IV

- a. Scanned copies of following, keeping in view the scope of work listed in the ToR:
 - (i) The approach to the work and methodology to be adopted, and
 - (ii) List of Equipment to be deployed as per Form 4I of Section IV (Details of make and manufacture to be provided).

It may be noted that the Technical Bid shall not contain any reference to any fee or charges. In case, any reference to fee or charges is found in Technical bid, the bid will be summarily rejected.

All the submissions enumerated under Enclosure II & III shall be submitted by all the JV/Consortium Partners separately.

10.2 Cover-II: Financial Bid

Financial Bid in excel format (BoQ) provided along with this Tender as Form **Fin – 1** shall be used for quoting prices/offer.

- (i) This will contain fixed price contract rate to be charged for completing the work.
- (ii) While working out the price, following points should be noted:
 - (a) The Contractor will have to bear the cost of mobilization of equipment to the ~~floating terminal~~ site and their demobilization as required. All other incidental cost during the work is also to be borne by the Bidder.
 - (b) The Contractors will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project. The price quoted shall also include the Contractor's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, secretarial staff, their salary, allowances, overhead expenditure etc.
 - (c) All duties, taxes, royalties, and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment other than that defined in clause 5.2 Section VI, Part I. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 The total duration of Works shall be as specified in Section – III: Data Sheet.

11 Extension of Bid submission date

The employer may extend the date of submission of bids by issuing an addendum and uploading the same in website.

12 Late Proposals

~~Proposals received by the employer after the specified bid submission date or any extension thereof, pursuant to clause 11, shall not be considered for evaluation and shall be summarily rejected.~~

13 Liability of the employer

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under clause 9 of ITB, have been read and understood by the bidder.

14 Modification/Substitution/ Withdrawal of Bids

The tender for PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS once submitted may be modified, substituted, or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document.

No bid shall be modified after the deadline for submission of bids.

15 Bid opening and evaluation process

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal."

15.2 The employer will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.

Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. All the bidders will be required to make a presentation on the detailed design & drawing of the proposed boat.

'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender Document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the defined time and location on the next working day. Bids for which a notice of withdrawal has been submitted shall not be opened.

15.3 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified in Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:

- 15.3.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11;
 - 15.3.2 It is accompanied by the Earnest Money Deposit as specified in Clause 6.1;
 - 15.3.3 It is received in the forms specified in section IV (Technical Proposal) and in section V (Financial Proposal);
 - 15.3.4 It does not contain any condition or qualification
- 15.4 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.5 At the time of the online opening of the “Financial Bids”, the names of the Bidders, whose Bids were found responsive and qualified for opening of financial bid, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.6 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf. In case a bidder sends a representative on its behalf to attend the financial bid opening, it shall be construed that the representative has the authority of the bidder.

16 Qualification Criteria and Bid evaluation

16.1 Qualification criteria

To qualify for the tender for Procurement of 8 Nos. Amphibian Dredgers, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.5 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

16.1.1 Qualification for works

The bidder should have successfully completed “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar works each costing not less than the amount equal to 40% of the estimated cost of this work, i.e. INR. 32.4/- Cr.

or

- b) 2 similar works each costing not less than the amount equal to 50% of the estimated cost of this work, i.e. INR 40.5/- Cr.

or

- c) 1 similar work costing not less than the amount equal to 80% of the estimated cost of this work, i.e. INR 64.8/- Cr.

Note: The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually (refer Form 4B).

Further, substantially completion of latest shall be as per Clause 3.2 of ITB.

For this purpose, the “Similar Works” means Design, Construction & Supply of Amphibian Dredger or cutter suction dredgers/any other dredgers of at least 750 cum/ hr capacity (slurry) duly certified by classification society (any IACS member); or, registered with the appropriate statutory authority, as applicable under:

- **The Inland Vessels Act, 2021; or**
- **The Merchant Shipping Act, 1958/2025.**

For similar works experience of parent company / subsidiary / sister Company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid.

The bidder must have the Ship Building Yard / requisite facilities of his own or same on Lease / Rent basis existing on the day of submission of bid. (Proof for the same must be submitted.)

The dredger to be supplied shall be of any IACS member classification standards/ proven, design/model with satisfactory performance for more than two years having minimum 2000 hrs operation. In this regard documentary evidences shall be provided along with performance report of the clients.

This invitation of bids is open to all bidders indigenous or internationally reputed firms engaged in design, construction, supply of dredger of similar types or any other dredger. However, the international bidder shall have to meet the local content criteria as per PPP-MII as per ITB 19.

In case of a Joint Venture (JV)/Consortium, the criteria for qualification shall be evaluated as under:

- a) The Lead Member must be holding **at least 51% in the JV/Consortium**. The other member shall hold a share of **at least 25%**. If there are foreign members in the JV/Consortium, the Lead Member must be an Indian firm/company with a minimum share of 51%.

b) The Lead Member shall independently meet at least 50% of the **financial capability/turnover, bid capacity** and cash flow requirements. The other member shall independently meet at least 25% of the financial capability requirements. The JV/Consortium members shall collectively meet 100% of the financial qualification criteria.

c) The core technical qualification criteria, including particular construction/supply experience, proprietary technology parameters, and equipment capabilities for the Amphibious Multipurpose Dredger, shall be evaluated and met any member /collectively by the JV/Consortium.

Further, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV/Consortium meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.

In case a bidder intends to sub-contract the work, submission of Letter of Consent signed by the sub-contractor is mandatory. The format for the Letter of Consent from the sub-contractor shall be as per Annexure-VII of Section IX: Annexes of the Tender Document. The work claimed by bidder / proposed sub-contractor shall be substantiated with client certificates as stipulated in clause 3.2 of ITB.

16.1.2 Qualification Criteria for Average annual turnover for last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 is **INR 24.3 Crs.**

In the event of a Joint Venture/Consortium, all parties combined shall together meet the Qualification requirement of “Average Annual Turnover” as per clause 16.1.1.

16.1.3 Qualification Criteria for Equipment and experience

- i. Details of similar works (Clause 16.1.1 of ITB) executed in last 7 years, designed and constructed, quantity, scheduled period of execution, date of commencement and date of completion, substantial completion, and certificate/testimonials from the concerned clients regarding successful completion / substantial completion (more than 90% complete only) of the job to substantiate technical capacity of the Bidder required as per Clause 3 and 16.1.1 of ITB.

16.1.4 Qualification Criteria for Bid capacity (for works listed in tender document)

- i. The Bidder shall submit the details asked for the Bid capacity as per the format prescribed in Form 4O.

- ii. The Bid Capacity of the Bidder must be equal to or more than the estimated cost of the work i.e. Rs. 81 Cr.
- iii. Work put to the Tender.
- iv. In case the Bid capacity of the Bidder is less than the estimated cost of the work, his bid shall be cancelled and such Bidder shall not be considered for opening of Financial Bid even if he has been determined eligible in other criteria's set forth in the Tender Document.
- v. In the event of a Joint Venture/Consortium, all parties combined shall together meet the Qualification requirement of Bid Capacity, as per clause 16.1.1.

16.1.5 Qualification Criteria for Work Plan and Methodology Statement

- i. The Bidder shall submit the work plan indicating the method of execution of work in detail and its completion timeline in bar chart format.
- ii. The Bidder should submit the salient details of its manufacturing facility and shall also furnish the details of manpower & equipment available with him, for execution of tendered work.

16.1.6 Any bidder from a country that shares a land border with India will be eligible only if the bidder is registered with the Competent Authority as per Rule 144 (xi), GFR 2017 and Ministry of Finance, Department of Expenditure OM No. F.7/10/2021-PPD dated 23.02.2023 (Public Procurement Order No. 4) along with subsequent clarifications issued vide OM dated 11.09.2023 and DPIIT OM No. P-45018/6/2022-BE-II (E-69546) dated 30.04.2024. Further, every participating bidder (including lead and constituent JV/Consortium partners) shall submit a mandatory undertaking/certificate of compliance in the technical bid as per Form 4Q prescribed in Section-IV (Bidding Forms).

16.2 Bid Evaluation

16.2.1 The Bids shall be evaluated based on the qualification criteria mentioned in Clause 16.1 of ITB. In case a bidder fails to meet the above-mentioned qualification criteria, their bids shall be treated as non- responsive and financial bids of such bidders shall not be opened.

16.2.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one:

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights, or the bidder's obligations under the contract; or

- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of section V of bid document.
- 16.2.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.
- 16.2.4 The lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQ of Section V.
- 16.2.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded as compared to the estimate of the items of work to be performed under the Contract, the bidder shall be asked to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and operating methodology proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest bidder to remove the imbalance, make an appropriate adjustment on sound technical and/or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid.

~~If during the execution of the works, deviation / variation takes place to the extent of amount exceeding more than 20% of the accepted contract value, the Contractor at the written request of Engineer In Charge, shall promptly increase the value of the Performance Bank Guarantee.~~

17 Award of Contract

- 17.1 The Employer shall issue a Letter of Award to the selected Bidder. It may also notify all other Bidders who submitted their bids about the decision taken.
- 17.2 The Contractor will sign the Contract Agreement after fulfilling all the formalities/pre-conditions mentioned in the Standard Form of Contract in Section VII, within 28 days of issuance of the Letter of Award.
- 17.3 The Contractor is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

18 Ownership of Document and Copyright

All the deliverables and study outputs including primary data shall be compiled, classified, and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the Works, shall be and shall remain property of the Employer.

19 Preference to Make in India

- 19.1 As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-PP (B.E-II)-Part(4)Vol.II dated 19.07.2024 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.
- 19.2 Only **Class-I Local Suppliers** (offering $\geq 50\%$ local content) and **Class-II Local Suppliers** (offering $\geq 20\%$ but $< 50\%$ local content) shall be eligible to bid under this NCB tender. Non-local suppliers (offering $< 20\%$ local content) are non-responsive and summarily rejected. In case of JV/Consortium bidding, the local content criteria shall be evaluated for the JV/Consortium as a whole.
- 19.3 The bidder (also includes JV/Consortium) must indicate the exact percentage of local content offered and specify the exact physical address/locations (e.g. shipyard/workshop) where local addition, fabrication, assembly and testing will occur.
- 19.4 The bidder (also includes JV/Consortium) shall be required to submit a certificate from the statutory auditor or cost auditor of the company or CA certifying the exact percentage of local content offered in the tender.
- 19.5 The successful bidder (after award of work) shall be required to submit a final local content certificate duly certified by the statutory auditor or cost auditor of the company or CA upon completion of execution/milestones prior to final bill clearance.
- 19.6 The local content calculation formula shall be as per provisions vide under order as mentioned in Clause 19.1.
- 19.7 The Employer / Engineer-in-Charge (EIC) or an independent Expert Committee constituted by IWAI reserves the right to verify the local content declaration submitted by the bidder. The bidder shall afford full access to its shipyard, fabrication facilities, cost accounting registers, material purchase invoices, and customs bills to verify actual domestic value addition.
- 19.8 The provisions of the Manual for Procurement of Works (2025) and the PPP-MII Order shall prevail and override all other clauses to the extent of such inconsistency.

SECTION - III: DATA SHEET

DATA SHEET

S.No	CLAUSE NO. OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector- 1, Noida-201301
2.	2.2	Name of the Assignment/job	PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS
3.	2.1	Method of Selection	Technically responsive & CBS (Cost Based Selection) – L1
4.	2.3	Date & time for submission of Bid	Date : 12.08.2026 Time : Latest by 18:00 Hrs (IST) Submission: Online Submission Address : Chief Engineer (NW-1) Inland Waterways Authority of India ; Project Management Unit A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ; Pin Code: 201301 Country: India ; E-mail ID : prabahan.b.iwai@nic.in
5.	4	A Pre-Bid meeting will be held on	Date: 27.08.2026 Time: 15:00 hrs. Place: IWAI Noida or Virtual Meet Link: Pre-Bid Queries should reach the employer at the following address or by Email no later than Date of Pre-bid Meeting.
6.	5.1	Last date for seeking clarifications	Date: 27.08.2026 Email Id: prabahan.b@iwai.com
7.	6.1	EMD	INR 1,62,00,000.00 (Rupees 1 Crore Sixty Two Lakhs only) EMD in the form of BG to remain valid for a period of 45(forty-five) days beyond the final bid validity period.
8.	6.2	Cost of Tender Document	INR 5,900/- (Rupees Five Thousand and Nine Hundred only) Including GST
9.	6.3	Financial Capability	Rs. 32.4 Cr. (the date of issuing the certificate should not be more than one month from the date of technical bid opening).

S.No	CLAUSE NO. OF ITB	PARTICULARS	DESCRIPTION
10.		Estimated cost	Rs. 81.00 Cr + GST
11.	16.1.2	Average Annual Turnover	Rs. 24.30 Cr./- from last three financial years (2024-25, 2023-24 & 2022-23).
12.	6.7	Bid Validity	120 days after Bid submission date
13.	3.3	Similar Works	As stipulated in Clause 16.1.1 of ITB
14.	-	JV/Consortium allowed	Yes allowed, Maximum Two members
15.	19	Make in India	Public procurement (preference to Make in India), Order-2017 and subsequent revision” shall be applicable
16.	-	The formats for the Technical Bid (Applicable for works listed)	FORM 4A: Form of Tender
			FORM 4B: Eligible Projects
			FORM 4C: Average Annual Turnover
			FORM 4D: Power of Attorney (for authorized representative of the bidder)
			FORM 4E: List of Key Personnel
			FORM 4F: List of Ongoing assignments
			FORM 4G: Declaration by the Bidders
			FORM 4H: Bidder Information Form
			FORM 4I: Availability of Vessel building facility including infrastructural facility, equipment, machineries etc to be used for tender work
			FORM 4J: Format for pre-bid queries
			FORM 4K: Power of Attorney for Lead Member of JV/Consortium
			FORM 4L: Statement of Legal Capacity
			FORM 4M: Joint Bidding Agreement
			FORM 4N: General Construction Experience
			FORM 4O: Bid Capacity

S.No	CLAUSE NO. OF ITB	PARTICULARS	DESCRIPTION
			FORM 4P(A): Self-Declaration for Local Content
			FORM 4P(B): Statutory Auditor Certificate for Local Content Percentage
			FORM 4Q: Certificate/Undertaking of Compliance with Rule 144(xi) of GFR 2017
17.	10.3	Contract Duration	Phase I: 2 Dredgers within 08–09 months* Phase II: 3 Dredgers within 09–12 months* Phase III: 3 Dredgers within 12–15 months* *From the Date of signing of contract.
18.	15.3	Bid Opening date	Date : 28.09.2026 Time : 11:00 hrs Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida (U.P.)- 201301

SECTION-IV: TECHNICAL BID STANDARD FORMS

FORM 4A: FORM OF TENDER

(To be submitted on the letter head of the Bidder)

To

Chief Engineer (NW-1)
Inland Waterways Authority of India (IWAI),
A-13, Sector-1,
Noida (U.P.)-201301

Sub: PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical, General and Detailed specifications, Bill of Quantities (BoQ) agreement and Bank Guarantee forms, etc. for the above-named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said GCC, SCC, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the work comprised in the Contract within the time as stated in the tender and also in accordance with all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD vide RTGS / BG in IWAI Account as per the details given therein:

RTGS / NEFT		Bank Guarantee		Total EMD (INR)
Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	Amount (INR)	Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)	

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the date of opening of technical bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender here to and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking or Multilateral or International Aid Agency/Development Bank.** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

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

M/s

Telephone no's.....FAX No.....

FORM 4B: Eligible Projects

Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within a Joint Venture (JV) /Consortium for carrying similar works under this assignment.]

“Similar Works” means Design, Construction & Supply of Amphibian Dredger or cutter suction dredgers/any other dredgers of at least 750 cum/ hr capacity (slurry) duly certified by classification society (any IACS member); or, registered with the appropriate statutory authority, as applicable under:

- The Inland Vessels Act, 2021; or
- The Merchant Shipping Act, 1958/2025.

S. No.	Client Name, Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work)	Remarks
		Financial ³ value of similar work satisfactorily completed / substantially completed					

¹ Exhibit only those projects completed in the last Seven (7) years from the Last Date of Bid Submission.

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion / substantial completion as laid down under Clause 3.2 of ITB and defined hereinafter in Footnote 4 below from the Client will not be considered.

³ Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

4 Substantially completed projects as defined in Clause 3.2 of ITB shall be supported by client certificates with the name of the work including component breakup of relevant work to the extent of similar work, work order value, start date, percentage of similar work completed till date of issue of the Tender in Financial terms (Net Payment received against the Contract).

Firm's Name:

Authorized Signature:

Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited)
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case, exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation

FORM 4C: Average Annual Turnover of the Bidder Along with Loss & Profit Statement

Name of Work: **PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS.**

S. No.	Financial Years	Average Annual Turnover & loss & profit statement of Applicant (INR) in Last Three Financial Years
1.	2022-2023	
2.	2023-2024	
3.	2024-2025	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

This is to certify that..... *[Name of the Firm] [Registered Address]* has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note:

1. This Form shall be submitted on the letter head of Statutory Auditor.

FORM 4 D: Power of Attorney
(for authorized representative of the bidder)

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarized)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of.....,as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS (strike out whichever is not applicable)**. The selection of Contractor for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF....., 2026

For ...

(Signature, Name, Designation and Address)

Witnesses:

- 1.....
2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM 4E: List of Key Personnel

Design, Construction & Supply of Amphibian Dredger or cutter suction dredgers/any other dredgers of at least 750 cum/ hr capacity (slurry) duly certified by any classification society; or, registered with the appropriate statutory authority

S. No.	Position / Role	No.
1		
2		
3		
4		
5		
6		
7		
8		

Note:

1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for works as per the scope defined in the Tender Document. It may be noted that the key personnel proposed and the number of personnel required must also meet the statutory requirement.
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior written approval from EIC.

[illegible]

FORM 4G: Declaration by the Bidders

To,

Date:.....

Chief Engineer (NW-1)
Inland Waterways Authority of India (IWAI),
A-13, Sector-1,
Noida (U.P.)-201301

Kind Attention: Chief Engineer, NW-1 (JMVP),

Sub: Declaration from the Bidder.

Tender Reference No: IWAI/WB/NW-1/14/19/2014-Part1_

Dear Sir,

This is with reference to the above-mentioned Tender document.

I/We hereby make the following declarations:

1.	☐	No alteration has been made in any form in the downloaded Tender document.
2.	☐	I/We have not been banned or de listed by any Government or quasi-Government agency or public sector undertaking.
3.	☐	I/We accept the payment terms of clause 14.2 of General Conditions of Contract.
4.	☐	I/We provide our acceptance to all Tender Terms and Conditions.
5.	☐	Acknowledgment by Bidder as per Clause 8 of ITB
6.	☐	I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years
7.	☐	I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
8.	☐	I/We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine

Yours Faithfully
(Signature of the Bidder, with Official Seal)

FORM 4H: Bidders Information Form

Bidder name:

[insert full name]

Bidder's Party name:

[insert full name of Applicant's Party]

Bidder's Party country of registration:

[indicate country of registration]

Bidder's year of constitution:

[indicate year of constitution]

Bidder's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Bidder's authorized representative information Name: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above
- ☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

FORM 4I: Availability of Vessel/ Ship Building Facility Including Infrastructural Facility, Equipment, and Machineries ETC to be used for Tender Work

Name & Address of the Ship Builder	Detailed Particulars
(i) Building Dock / Slipway (if any) including fabrication/ construction bays (details including number, dimension, location and layout of shipyard to be given). Whether covered or open.	
(ii) Skids / Mould loft for modular construction (details including number, dimension and location to be given). Whether covered or open.	
(iii) Design and drawing office of own or tie up with experienced Design Consultant/ Naval Architect with brief resume	
(iv) List of workshop machinery, equipment. a) Welding Sets b) Gas Cutting Sets c) Grinding / Bending machines d) Shot Blasting equipment e) Material handling equipment f) Machine Shop Machineries g) Paint Shop h) Any other details	Description Make Quantity
(v) Source of electric power, whether captive power unit available, if so, the details thereof.	
(vi) Facilities for doing outfitting job in afloat condition indicating location and area.	

Note:

- 1. If owned, the registration certificates and year of procurement for the proposed machinery should be appended with this Form**
- 2. In case of hired equipment, the consent letter from the owner of the equipment is to be appended.**
- 3. In case of equipment to be procured, status of timelines of procurement to be included.**
- 4. If required, separate / additional sheets can be used.**

(Signature of authorized representative)

FORM 4J: Format for Pre-Bid Queries by Bidders
(To be submitted in Bidders Letter head)

PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

FORM 4K: Power of Attorney for Lead Member of JV/Consortium

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarized. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued.)

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Bids from interested parties for the **“PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS. (hereinafter referred to as “The Work”)**” and Whereas,.....,and (collectively the “JV/Consortium”) being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas it is necessary for the Members of the JV/Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds, and things as may be necessary in connection with the JV/Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s. having our registered office at, M/s. having our registered office at , and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium’s Bid for the **“The Work”**.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers

conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2026.

For.....(Signature)
..... (Name & Title)

For.....(Signature)
..... (Name & Title)

For.....(Signature)
..... (Name & Title)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the Members of the JV/Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from*

countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.

FORM 4L: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of JV/Consortium)

Ref.

Date:

To,

Chief Engineer (NW-1),
Inland Waterways Authority of India (IWAI),
A-13, Sector-1,
Noida (U.P.)-201301

Dear Sir,

We hereby confirm that we/ our members in the JV/Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that (insert member's name) will act as the Lead Member of our JV/consortium. *

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the tender document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Lead Member/Authorized Signatory shall be legally binding on the Consortium.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory) For and on behalf of.....

**Please strike out whichever is not applicable.*

FORM 4M: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2026

AMONGST

1. {... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids (the “**Bids**”) by its Request for Bid dated (The “**tender Document**” for “**PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS**” (The “**Work**”)
- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV/Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

2. JV/Consortium

- 2.1 The Parties do hereby irrevocably constitute a JV/consortium for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this JV/Consortium and not individually and/ or through any other JV/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

~~The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.~~

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the JV/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/Consortium during the Bidding Process and until the signing of the tender for **“The Work”** when all the obligations shall become effective;
- (b) Party of the Second Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for **“The Work”**. Notwithstanding anything contained in this agreement, party of the second part shall not be absolved of any of its obligations /liabilities/responsibilities merely because party of the first part has been designated as the lead member and shall be individually equally liable / responsible to the same extent as the Lead Member.
- (c) Parties shall **jointly and severally** endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV/Consortium.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for “**The Work**”, till such time as prescribed in accordance with the tender for “**The Work**”.

6. Shareholding

6.1 The Lead Member of such Preferred Bidder JV/consortium shall at all times during the License Period hold equity equivalent to(as per clause 6.9.2) ~~of the subscribed and paid-up capital in the special purpose company incorporated by the parties~~ to work as the contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold (as per clause 6.9.3) equity in the subscribed and paid-up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid-up capital of the contractor.

6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for “**The Work**”.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

- (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**The Work**” is achieved under and in accordance with the tender for “**The Work**” in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of the LEAD MEMBER

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of SECOND PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1)
- 2)

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

FORM 4N: General Construction Experience
(Each Bidder or member of a JV/Consortium must fill in this form)

Name of the Bidder / Members JV Consortium:

General Experience				
Contract Identification and Name Name and Address of Employer Brief Description of the similar Works Executed by the Bidder	Starting Month Year	Ending Month Year	Years	Role of Bidder

FORM 4O: Bid Capacity

Eligibility and Qualification Criteria	Compliance Requirements			Documentation
	Single Entity	Joint Venture/Consortium (existing or intended)		Submission requirements
		Member 1	Member 2	
Available Bid Capacity should be More than value of contract/ contracts applied for				Form 4F & Form 4N

Bid Capacity= $[(A*N*2)-B]$, where

A= Maximum value of works executed in any one year during the last five years (updated to the current price level), in INR

B= Value at current price level of the existing commitments and ongoing works to be completed during the period of completion of work for which the bids have been invited

N= No. of years prescribed for completion of works for which bids are invited (i.e. 2)

The value of the Bid Capacity should be greater than the value of the cost of the work of this tender i.e Rs.81 Cr.

FORM 4P(A): Bidder's Self-Declaration for Local Content

(In compliance with Public Procurement (Preference to Make in India) Order, 2017)

To,
Chief Engineer (NW-1),
Inland Waterways Authority of India (IWAI),
A-13, Sector-1, Noida (U.P.) - 201301

Sub: Self-Declaration for Local Content for "PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS"

Dear Sir,

We, M/s _____ [Name of Bidder / JV / Consortium], hereby declare that we are participating as a [Class-I Local Supplier / Class-II Local Supplier] (strike out whichever is not applicable) for the subject tender.

1. We confirm that the percentage of Local Content offered by us in the subject tender for the Procurement of 8 Nos. Amphibian Dredgers (including Supply, Delivery, and 2 Years Manning/Operation) is ____% (in words: _____ percent).
2. The detailed breakdown and address(es) of the physical location(s) where the local value addition (e.g., steel hull fabrication, modular assembly, outfitting, painting, testing, and operational deployment) will be carried out is as follows:

S. No.	Activity / Component	Percentage Contribution (%)	Location Address / Shipyard Details
i)	Steel Hull & Pontoon Fabrication		[Insert Yard Address]
ii)	Outfitting & Assembly		[Insert Yard Address]
iii)	Transportation & Trials		[Insert Location]
iv)	2-Yr Operational Manning		National Waterways (NW-1, 2 & 16)
v)	Any other items which adds to the local content value		[Insert Yard Address]

3. We verify that the local content percentage claimed above excludes imported items bought locally through Indian resellers, licensing/royalty fees paid overseas, and net domestic indirect taxes.
4. We understand that false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 and may lead to debarment for up to two (2) years as per Rule 151 (iii) of GFR along with such other actions as may be permissible under law.

Date: _____

Signature: _____

Place: _____

Name & Designation: _____

Seal of the Bidder / Lead Member of JV/Consortium

**FORM 4P(B): STATUTORY AUDITOR / COST AUDITOR
CERTIFICATE FOR LOCAL CONTENT**

(Mandatory for Tender Value > INR 10 Crores as per PPP-MII Rules)

To,
Chief Engineer (NW-1),
Inland Waterways Authority of India (IWAI),
A-13, Sector-1, Noida (U.P.) - 201301

Sub: Statutory Auditor Certificate for Local Content Percentage for "PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS"

We, M/s _____ [Name of Statutory Auditor / Cost Auditor Firm], being the Statutory Auditor / Cost Auditor / Practicing Chartered Accountant of M/s _____ [Name of Bidder / Lead Member of JV/Consortium], hereby certify the following:

1. We have examined the relevant financial records, purchase orders, cost accounts, and self-declaration submitted by M/s _____ in respect of the tender for "Procurement of 8 Nos. Amphibian Dredgers".
2. In accordance with the definition provided under the Public Procurement (Preference to Make in India) Order, 2017 and subsequent revisions, the overall Local Content in the Goods, Works, and Related Services to be supplied under this contract is calculated at ____% (in words: _____ percent).
3. The bidder qualifies as a [Class-I Local Supplier / Class-II Local Supplier] under the specified order.
4. This certificate is issued to comply with Clause 9(b) of the PPP-MII Order for procurements exceeding INR 10 Crores.

Date: _____

Signature of Auditor: _____

Place: _____

Name of Auditor: _____

Designation: _____

Firm Registration No (FRN): _____

Membership No: _____

UDIN No: _____

(Seal & Stamp of CA / Cost Auditor Firm)

**FORM 4Q: CERTIFICATE/UNDERTAKING OF COMPLIANCE
UNDER RULE 144(xi) OF GFR 2017**

(To be submitted on the Letterhead of the Bidder / JV/Consortium constituent partners)

To,
Chief Engineer (NW-1),
Inland Waterways Authority of India (IWAI),
A-13, Sector-1, Noida (U.P.) - 201301

**Sub: Certificate/Undertaking of Compliance with Rule 144(xi) of GFR 2017 for
"PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS"-**

Dear Sir,

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, as well as specified Transfer of Technology (ToT) arrangements under Rule 144(xi) of GFR 2017.
2. I certify that this bidder/JV/Consortium member is not from such a country, does not have any specified ToT arrangement requiring registration with the competent authority, and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.
3. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

Date: _____

Signature: _____

Place: _____

Name & Designation: _____

Seal of the Bidder / JV/Consortium Constituent Member

SECTION - V: FINANCIAL BID STANDARD FORMS

FORM FIN – 1: Financial Bid Submission Form

[Location....., Date.....]

To:

Chief Engineer (NW-1),
Inland Waterways Authority of India (IWAI),
A-13, Sector-1,
Noida (U.P.)-201301

Subject: PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS

Dear Sir:

We, the undersigned, offer to provide the services for the Assignment/Job for [Insert title of Assignment/Job] in accordance with your Request for Bid dated [Insert Date] and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all types of taxes (such as GST, Income tax, duties, fees, levies etc.). We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in..... Clause.....

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

Item Rate BoQ

Tender Inviting Authority: Inland Waterways Authority of India

Name of work: PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS

Tender No: IWAI/WB/NW-1/14/19/2014-Part1

Bidder Name :								
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) <i>Design, Construction and supply of a multi-utility Amphibian Dredger of proven design and standard model having satisfactory performance with one year builder warranty Dredging Capacity – min. 750cum/hr (slurry) for discharge of the dredged spoil through dredge pipelines or nozzles. The dredger also to be supplied with other attachments for excavation, weed removal, driving and removal of piles etc as per detail in the technical specification. Bidder must quote the price of equipment including the required attachments, tools & other inventories etc on landed price basis inclusive of all taxes, trails and other terms and conditions mentioned in this tender document. The Rates are shall be inclusive of basic cost, packing, export, freight, transit insurance, import/export of all types of duties, cleaning charges, stamp duty, port fees as applicable etc.</i>								
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #		NUMBER #		TEXT #
S. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT WithTaxes	TOTAL AMOUNT In Words
1	2	3	4	5		6		7
1.00	<u>Cost of equipment</u>							
1.01	For NW-1 to be delivered at Kolkata within 8 to 9 months	2	No			0.00		INR Zero Only
1.02	For NW-1 to be delivered at Kolkata within 9 to 12 months	3	No			0.00		
1.03	For NW-1 to be delivered at Kolkata within 12 to 15 months	3	No			0.00		
2.00	<u>Transportation</u>							
2.01	Transportation & Delivery at	8	No			0.00		

	Kolkata-							
3.00	<u>Manning for Operations</u>							
3.01	Manning for Operations of Dredger for two (2) years after commissioning as per Schedule of Requirements under Section VII	8	No			0.00		
Total in Figures						0.00		Zero Only
Quoted Rate in Words						INR Zero Only		

Signature of Authorized Signatory

Name :

Designation :

Name of Firm :

Address :

SECTION-VI: TERMS OF REFERENCE (TOR)

PART I – DETAILED SCOPE OF WORK

1 Background and brief about Project

- 1.1 Inland Waterways Authority of India (IWAI) [hereinafter referred to as “employer”] is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). In April, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland waterway vessels, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India’s global trade competitiveness.
- 1.3 The National Waterway-1 (NW-1), Ganga-Bhagirathi-Hooghly river system is located in India and runs from Haldia (Sagar) to Allahabad/ Prayagraj across the Ganges, Bhagirathi and Hooghly river systems. It is 1620 km long, making it the longest waterway in India. It is of prime importance amongst all the national waterways considering its locational advantages. The NW-1 passes through West Bengal, Jharkhand, Bihar and Uttar Pradesh and serves major cities and their industrial hinterland.
- 1.4 Considering the strong potential for transportation of multiple cargoes such as coal, fly ash, cement and clinker, stone chips, edible oils, petroleum products, foods grains and over dimensional cargo, the Purchaser is implementing “Jal Marg Vikas Project (JMVP)” for capacity augmentation of NW-1 to improve the navigability of NW-1 through: (i) fairway development by providing an assured depth of 2.2m to 3.0m throughout the corridor for atleast three hundred thirty (330) days in a year to make it navigable for comparatively larger vessels of 1,500-3,000 DWT; and (ii) civil structures, logistics and communications interventions required that includes multimodal terminals, jetties, navigational locks, barrages, channel marking systems etc.

Through this tender, IWAI invites bid for procurement of 8 Nos. Amphibian Dredgers from Shipbuilders

2 Scope of Work

- 2.1 Design, construction, delivery, and commissioning of 8 Nos. Amphibian Dredgers from the reputed Contractors/Companies/Firms.

2.2 Preliminary Works

The detailed engineering, design and drawing (approved by IR Class) shall be done by the contractor, which shall include:

- (i) The Works Program.
- (ii) Health & Safety Plan.

3 Timelines

- (a) The Contract duration for the entire scope of work for Procurement Of 8 Nos. Amphibian Dredgers as detailed out in this clause shall be as follows:
 - (i) Phase I: 2 Dredgers within 08–09 months*
 - (ii) Phase II: 3 Dredgers within 09–12 months*
 - (iii) Phase III: 3 Dredgers within 12–15 months*

*From the Date of signing of contract.

- (b) The Contractor shall submit a detailed work plan indicating the timelines for main and miscellaneous activities to the EIC for approval.
- (c) The Contractor, in the course of the work, after deliberations with the EIC, shall agree and incorporate the necessary changes in within timelines. The Contractor shall get the macro and micro level activity plan and methodology statement(s) approved by the EIC.
- (d) The Contractor shall abide with the timelines in the Work Plan.
- (e) No idle time charges on any account shall be paid to the contractor during the contract period.

4 Milestones

- 4.1 The Contractor shall carry out Design, construction, delivery, and commissioning of 8 Nos. Amphibian Dredgers **within a period of 15 months** (as per above timelines) till satisfaction of engineer in charge and handing over the Goods to owner's representative.

Manning –each Dredger for two years from the date of commissioning

- 4.2 The contractor, within 15 days from the Letter of award, should submit detailed Schedule of activities including procurement and fabrication schedule, supply and testing schedule, installation and commissioning schedule, method statements, QC Manual including all data and reporting formats, for comment from EIC and should include all comments and observations to get the same approved by EIC.

4.3 The Contractor shall during the execution of works adhere to the Project Milestone set forth above in Clause no. 3 for the works on monthly basis so as to ensure the completion of Works within the stipulated duration.

5. It may be noted that the milestones defined above are for the complete scope of the work. The Contractor shall ensure to adopt all necessary means during execution of works to achieve all the milestones. Failure of achieving milestones would attract LD as defined in Clause 56 of GCC and 7.2 of ToR (Part I- Detailed scope of work).

6 Deliverables and Payment Schedule

- 6.1 The Contractor shall submit stage wise Bills for performing the works, from the Date of Commencement of Work, which will be verified by the Engineer-in-charge subject to deductions as applicable, & other recoveries, if any.
- 6.2 Subject to any deduction, and other recoveries if any and addition authorized by and to the other provisions of this contract, Employer shall pay to the contractor for the design, building, equipment, testing and delivery at specified destination, for the vessels including Dry Docking (import and customs Duty) and for all other works, matters, things and obligations to be executed, done, supplied and performed by the contractor under this contract including the provision of the hull inventory.
- 6.3 The total Contract Price payable under the Contract shall be stipulated in the Letter of Award and there upon shall become part of this Contract and be paid in accordance with the terms ref. 6.5 hereon. The price quoted will squarely and totally include all the charges to be paid to the contractor by the Employer
- 6.4 Total Contract Price shall be firm and fixed and shall not be subject to any escalation during the period of the Contract except for any adjustment in accordance with the terms of the Contract.
- 6.5 The Contractor shall submit Running Account Bills (RA Bills) on or before the milestone dates fixed by Engineer-In-Charge (EIC) for the quantity and/or work executed with respect to the work progress requirements. The Contractor shall be paid as per the RA Bills submitted for the work done within one month from submission of correct claim of bill. The contractor will submit the RA Bill in triplicate accompanied with 3 sets of supporting documents. Subject to deduction and other changes authorized by and to the other provisions of this contract, employer shall pay to the contractor for the ***Design, Construction, Supply, Testing and Commissioning of 8 nos. Amphibian Dredger*** at specified destination, including Dry docking and for all other works, matters, things and obligations to the executed, done, supplied, and performed by the contractor under this contract including the provision of the hull inventory as specified by the time and manner with respect to the contract price. Unless otherwise agreed in writing between Chairperson on behalf of Authority and the Contractor payment for the works shall be made by Chairperson on behalf of Authority, by electronic system i.e.

RTGS in instalments upon production of the certificate of the inspector and the Director / Dy. Director / SHS / Asst. Director / AHS appointed by owner for the inspection of the construction of the vessel(s) against the instalment due subject to the condition that the amount of an instalment payment shall in no case exceed the value of the work done as per following stages.

Applicable for Amphibian Dredger

6.6 Stages of Payment

- a. Keel Laying Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the bidding documents.
- b. On Hull Fabrication & Erection: Forty (40) percent of the Contract Price shall be paid on 100% Hull Fabrication and Erection and upon submission of the documents specified in GCC Clause 16.1.
- c. On Launching & Procurement of major machineries: Twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the successful launching & procurement of major machineries i.e. propulsion engines, auxiliary engines, genset, and upon submission of the documents specified in GCC Clause 16.1.
- d. On Successful test & trial: Ten (10%) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the successful test, trial of the dredger by the Purchaser certified by an acceptance certificate.
- e. On Delivery: The remaining ten (10%) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the acceptance of delivery of the dredger by the Purchaser certified by an acceptance certificate

6. Equipment

- 6.1 The Contractor shall have the vessel fabrication facility (work facility certified by IR Class / any other IACS body) along with all necessary equipment to carry out the work, such as cutting, grinding, blasting, painting, welding etc. The contractor shall provide required list of owned / hired equipment which are to be used for the work.

S. No.	Equipment type and characteristics				Minimum number required
	Equipment	make	Rated Capacity	Max. Age (Years)	
1					
2					
3					

4					
5					
6					

6.2 **Liquidated Damages:** -The liquidated damages shall be applicable as per GCC Clause 56.

7. Organization

The selected Contractor shall depute well-qualified officers/team having sufficient experience in execution of similar works as indicated in this Tender Document. If the progress of work is found unsatisfactory during the currency of the contract, Contractor/Bidder shall promptly mobilize additional personnel/resources for ensuring satisfactory progress and timely completion of the proposed work, as per direction of and satisfaction of Engineer-In-Charge under the contract without extra cost to IWAI.

8. Duties & Responsibilities of the Contractor

8.1 The primary responsibility of the Contractor is to undertake **Design, Construction, Supply, Testing and Commissioning of 8 nos. Amphibian Dredger** at specified location as per terms and conditions of this tender and directions of EIC during the entire period of the contract. **Correction of Defects** If any defects including workmanship of hull, structure, machineries, or any other part of the structure appears within twelve (12) Months of taking over certificate, the owner shall give notice to the contractor of any defect before the end of the defects liability period which begins at completion and is for Twelve (12) Months thereafter. The defects liability shall be extended for as long as defects remain to be corrected.

When the notice regarding the defect is given, the contractor shall correct the notified defect at his own cost within the length of time specified by the owner in notice issued by him. If the contractor is in default, the owner shall cause the same to be made good by other workmen and deduct the expense from any sum that may be due to the contractor.

If the contractor has not corrected a defect, to the satisfaction of the engineer-in-charge, within the time specified in the notice, the owner will assess the cost of having the defect corrected and the contractor will pay this amount.

8.2 Supervision and Monitoring

Monitoring shall be undertaken by the employer; this shall be done by IWAI representative or an appointed supervision consultant or EIC (engineer in charge). Any supervision and monitoring shall not relieve the contractor from his contractual obligations, including his duty of quality control, survey and all such factors.

8.3 Association of Part I and Part II of ToR

The technical specifications detailed in part II of ToR shall be read in conjunction with part I – scope of work. Additional works detailed in part II of ToR shall also fall in the scope of work of the contractor.

PART II – TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS

TECHNICAL SPECIFICATIONS OF PROCUREMENT OF 8 NOS. AMPHIBIAN DREDGERS

Technical Specification for Amphibian Dredger.

1	General	Amphibian dredger to be supplied shall be able to perform independently dredging & excavation and other activities along with various attachments. It should have the ability with necessary arrangement for performing the intended duties on dry land, water and marshy land. The dredger should have self-propulsion for avoiding the assistance of any tug/workboat for its movement, anchor shifting etc. But should be able to be towed in an emergency situation or loss of engine. The vessel including all its material, equipment, piping, machinery, workmanship, etc., shall be in accordance with these specifications and to the requirements of the classification Society and in accordance with IV Act- 2021 (Design & Construction Rule 2022). All fittings, arrangements, systems, and equipment not mentioned in the specifications but required under Classification rules and other statutory requirements shall be provided at no extra cost. Anything not described or left out of this specification, but being considered as normal and necessary for the intended services, shall be supplied, and fitted without extra charge. The Amphibious Dredger (AD) is proposed to be deployed mostly for dredging of virgin soils comprising conglomerate material of both cohesive and non-cohesive soils (clayey and non-clayey soils) embedded with gravel, cobbles and boulders. The AD should be capable of dredging the soil strata of cohesive and non-cohesive nature and provide production of capacity min. 750 cum/hr (slurry) 20% concentration of solid by volume measured in-situ. It should be suitable for operation in tropical conditions prevailing in NW-1 at between Varanasi to Haldia and in NW-2 from Dhubri and Hatsinghimari and Ro-Ro route of Dhubri-Hatsinghimari and Neamati-Kamalabari. The major components of the Amphibian Dredger such as the main engine and dredge pump shall not be older than 2 years at the time of delivery of amphibian dredger at Kolkata. The contractor shall provide documentary evidence to substantiate the above-mentioned requirement. The emission norms of the engine should comply the
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		limits stated under Prevention and Containment of Pollution] Rules, 2022.
2	Construction of Dredger	Dredger shall be designed, constructed and equipped with necessary machineries and equipment along with other ancillary attachment suitable for this dredger.- Backhoe bucket 1. Clamshell bucket (400-800 ltr) 2. Dredging Bucket (Backhoe) (400-800 ltr) 3. Excavator Bucket (400-800 ltr) 4. Clearing rake(2m-4m) 5. Suitable, size Pile driver to drive 15m pile 6. Service Crane with gripper & Swivel head 7. HDPE pipes (500m) 8. HDPE pipe floaters (2 Two) floaters for each individual length capable of floating pipeline of 500 m) 9. Suction and Discharge Flexible hoses. 10. In built software for measurement and indication of dredging depth 11. Spare and wear parts package (1 set) 12. Pole erecting bucket & Rake etc. Capacities The Amphibian Dredger is to be designed to operate in inland waters (NW-1 / NW-2 / NW-16) for maintaining the waterway during day and night if required. : Note: *The dredger should have the capacity to dredge Fragmented rock of average size of 6 to10 mm. The backhoe bucket of the dredger is to be of sufficient strength to dredge both pretreated and treated rocks. * The Dredger must be able to launch on its own (without any crane assist) from trailer bed to land and to the water and vice-versa.
3	DESIGN, CONSTRUCTION AND PERFORMANCE	The dredger to be supplied shall be of any IACS member classification standards/ proven, design/model with satisfactory performance for more than two years having minimum 2000 hrs yard operation. In this regard documentary evidences shall be provided along with performance report of the clients.

4	CONSTRUCTION of the HULL	The dredger shall be of multi pontoon or single pontoon with robust construction having adequate buoyancy and stability for performing the intended duties satisfactorily. The trim and stability information and data with certification of the consultant designer/statutory body as the case may be supplied as the proof of trim and stability. The hull shall be constructed with “IS 2062 or equivalent quality steel all welded as per the ship building practice. Drawings, Instruction Manuals, etc. All drawings to be delivered in English unless something else agreed, by special reason The Builder will deliver main class drawings, workshop drawings, arrangement drawings, piping diagrams, outfitting drawings and stability/tonnage calculations required for registration. A copy of all Authority correspondence is to be sent to the Owner. The Builder shall provide the Dredger/Owner with 3 copies of “As Built” drawings as listed below in hard and soft copy as per standard industrial practice. The following drawings are to be framed and mounted on board, one of each: 1. Capacity and tank plan 2. Safety plan (LSA, FFA) 3 General Arrangement plan The Builder shall deliver 3 copies of all available Instruction Manuals and Service Manuals for all machinery and larger equipment components (3 in English). Further to be delivered: Approved stability booklet(if applicable) in hard copy and a soft copy in CD-ROM.
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		The Builder shall also work out an Equipment specification with a brief description of all equipment and with a statement of Make, Type, Production No., Supplier with address, telephone No., Fax No., and other relevant information for effective maintenance of the ship. This information shall be delivered in paper and on a diskette produced in Word or Excel program. Builder shall ensure that the ship's crew have the necessary instructions on board for using the equipment fitted. Yard deliveries Following to be delivered by the Yard 1. Towing wire 2. Consumables in excess of required for filling up systems and tests and trials. 3. Standard Spares provided / recommended by manufacturers of various equipment including Hull inventory, various attachments, tools, 500 hrs. spare parts. 4 Mooring ropes and loose mooring equipment 5. Hand tools 6 Personal protection equipment NOTE- And other necessary minimum items essential at delivery and not limited to the above list.
5	PAINTING & PRESERVATION	Preparation (Blasting, Shop priming and Cleaning of Materials) Shot blasting and preparation: All steel materials used to build this ship shall be shot-blasted and cleaned according to SA 2.5 or Equivalent Standard before priming with zing silicate shop primer.

	All sharp edges on outside areas and in coated tanks to be ground to a radius of 2 mm. Lugs and steel pads on external hull, bulkheads and decks to be removed, and the surface to be ground flush. Cuts and scars to be repaired by welding and ground flush. Shop priming: All shot-blasted steel materials to be coated with low zinc primer. The top coat system to be compatible with the primer as specified and approved by the paint supplier. Where special coatings are to be applied the preparation and priming of steel materials to be carried out in accordance with the directions of the products manufacturer. Cleaning: Prior to applying each coat of paint, all surfaces to be thoroughly cleaned and free from scale, grease, moisture or any foreign matter. Owner to be notified in due course before coat is applied. Painting General: All painting work shall be carried out with good workmanship and according to common good practice. Painting and material protection will be carried out with brushing, rolling or spraying according to the paint manufacturer's recommendation for the different types of paint and material protection. Damage to the primer and the painting to be steel brushed and touched up. The paint to be applied as received from the manufacturer. Oils, thinner and other drying liquid shall not be added except when this is specified from the manufacturer. High pressure spraying is applied all over where it is practical. All areas to be touched up with undercoat
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		paint before top coat is applied. This also applies for the equipment delivered and undercoated from the subcontractors. Parts of steel which shall be riveted or screwed together are to have red lead on the mating areas, but not in oil tanks. The given paint thickness is in dry condition. Other paint manufacturers with similar standard can be used as per maker list. Colors to be decided by the Owners, but the shipyard shall be helpful with making a color suggestion. Specified m thickness to be considered as minimum thicknesses. PAINT SCHEME TO BE DECIDED SEPARATELY WITH OWNER.										
6	PRINCIPAL DIMENSION AND OTHER TECHNICAL PARAMETERS	The principal dimension of the dredger along with cutter ladder/boom shall be as follows:- The general arrangement and installation of all the machineries equipment and attachment should be considered for safe and efficient operation of the dredger. The hull shall have the handrails and other arrangement along with standard deck fittings including the required bollards and other mooring arrangement. The proper arrangement for attaching and de-attaching the site pontoons if provided shall be ensured. Dredging through cutter suction arrangement shall be operated with suitable spuds (preferably two nos. with tilting arrangement). The navigation mast shall be collapsible type for passage under low lying bridges. Main Particulars <table><tr><td colspan="2">A. Following Parameters are the essential parameters which the offered equipment should fulfill all the criteria.</td></tr><tr><td>Length over all</td><td>10-12 m (without boom)</td></tr><tr><td>Breadth, Moulded</td><td>3.0 to 5.0 m</td></tr><tr><td>Depth Moulded</td><td>1.10 m (max.)</td></tr><tr><td>Draft</td><td>0.70 m (max.)</td></tr></table>	A. Following Parameters are the essential parameters which the offered equipment should fulfill all the criteria.		Length over all	10-12 m (without boom)	Breadth, Moulded	3.0 to 5.0 m	Depth Moulded	1.10 m (max.)	Draft	0.70 m (max.)
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Breadth, Moulded	3.0 to 5.0 m											
Depth Moulded	1.10 m (max.)											
Draft	0.70 m (max.)											

		Speed	4 knots (min.)
		Engine capacity mounted	200 -300 KW The emission norms of the engine should comply the limits stated under Prevention and Containment of Pollution] Rules, 2022.
		Dredging output	Mixture capacity of 750 cub. mt/hr at 20% concentration of solid by volume and mixture density of 1.3 t/cub mt and capable of discharging at 500 m distance using floating pipelines, 5% variation allowed.
		Swing range	175° – 180° swinging angle
		Endurance	7 days (8hrs/day of continuous dredging including streaming)
		Pipeline	500 m
		B. The equipment offered should generally fulfill following criteria,	
		Dredging Depth	6m
		Depth, Moulded	1.10 m (max.)
		Cutter Head	Minimum 500 mm dia, hydraulically driven
		Delivery pipe	10” dia., HDPE pipe 500m length with floaters 2 nos on each pipe length of 3 m approx. Dredger hose with front support or of suitable size for dredging capacity required
		Suction pump	Robust Hydraulic drive with variable load capacity designed to meet the required dredging output. Hydraulic circuit line equipped with filters on both suction and

			return line for reliable operation.
		Propulsion Package	Suitable to design
		The following tropical design conditions are to be taken into account: - - Maximum ambient temperature 50°C. - Temperature in machinery spaces not to exceed 50°C. - Minimum outside air temperature 5°C. - Relative humidity 90%. - Maximum sea water temperature 37°C. The Dredger is to be designed for working in a maximum current of 1.0 m during dredging operations. *The Mast, Spuds and stabilizers must be foldable type to enable the dredger underpass the low height bridges. *The Dredger can have detachable type arrangements for easy transportation in a 48ft. long trailer. It is desirable that dredger should be capable of self-loading/unloading into trailer and independently entering/exiting water bodies. The overall weight should be optimized to ensure practical mobility across regions where crane availability is limited. The total length of pipeline is 500M, which constitute multiple length of 6 Meter each with connector and floater capable to afloat with 20% slurry during dredging. d. For easy transportation 48 ft long trailer or Low Bed trailer or suitable carriage may be used.	
7	PROPULSION SYSTEM	The dredger shall have self-propulsion system, suitable to builder's design, as mentioned for carrying out the dredging, excavation and various other activities without the assistance of any workboat/tug or heave up boat. The speed in this regard shall be 4 knots (minimum). The Dredger shall be towed at 4 Knots Speed. (Minimum). The propulsion is to be arranged from the main engine installed for dredging operation through hydraulic or any other system. In case independent propulsion engine is provided the draft and various other parameters shall be within the as specified. In order to mobilize	

		the dredger for a longer distance/higher speed suitable towing arrangements for towing/pushing activity shall be provided.
8	MACHINERIES & EQUIPMENT	The marine quality of standard make and type of main engine as per the dredging requirement (suction dredge pump - capacity min. 750 cum/hr (slurry) 20% concentration of solid by volume shall be installed for the various activities as mentioned including the propulsion system. The engine should be equipped with all the necessary facilities having direct electric starting and stopping system, cooling, lubrication and other arrangements as necessary. The automation as necessary may be provided wherever feasible taking into consideration its operation in tropical areas. The engine should be class / type approved and the emission norms of the engine should comply the limits stated under Prevention and Containment of Pollution] Rules, 2022.
9	HYDRAULIC SYSTEM	Hydraulic system of adequate capacity shall be provided for excavator, Cutter pump, propulsions, various systems/equipment, attachment and control of stabilizers.
10	CUTTER SUCTION MACHINERY	Cutter suction dredging arrangement should be suitable for silt, sand, mud and sludge. All the machineries for dredging through cutter suction should be of standard design and suitable size. Accordingly, the cutters, suction pump, nozzles, dredge, hose pipes shall be provided as per the requirement.
11	WHEEL HOUSE/CONTROL CABIN	Properly designed control cabin shall be installed for carrying out the dredging operation efficiently along with control of all the machineries, hydraulic equipment, etc by a single operator. Accordingly, the adjustable sitting arrangement with control console is to be provided having all the gauges for hydraulics systems, main engine, controls along with air conditioning, ventilation etc. A dredging operator's console, complying with the above general descriptions, comprises the components for manual control and presentation of: • Vacuum and pressure meters for dredge pump. • Hydraulic pressure remote indicators on bridge. • Cutter • Spuds • Pump drives instrumentation as per above General dredging operational components such as telephones, search lights, deck lighting, etc.

		Dredging production control: Density Gauge of Suitable technology will be provided as per industry practices Nuclear technology-based density gauge can also be provided. The Production rate of the pump shall be minimum 750 cum/hr and the dredged material (Slurry) to be dumped at a minimum distance of 500 m. Engine Room Control Console: The straight shaped engine room control console, complying with the above general descriptions, comprises the components for: - diesel engines - general engine room functions. general engine room functions - general functions such as telephone, etc.
12	NAVIGATION & WORKING LIGHT	The suitable navigation lights as per Class and IV - Statutory requirements shall be provided. Similarly, sufficient lighting arrangement should be provided so that the dredger can work at night. Arrangement of Solar power charging panel for Navigation and working lights may be provided additionally.
13	OTHER EQUIPMENT	The following equipment to be provided: - Service crane with lifting grab and rotator. The Dredgers to be provided with Service Crane should be suitable for handling the discharge line and for lifting of various items on and off the deck Electric portable bilge pump with sufficient suction pipe. Manual bilge pump. Any other equipment if needed be provided. Loose Fire Fighting Equipment

		Fire extinguishing apparatuses to be installed for accommodation, engine rooms and other areas according to statutory requirements. Ladders in tanks Ladders to be mounted below man holes in all tanks with height more than 1200 mm. Railings height min. according to Regulations. Steel pipes with flat bar stanchions, all hot galvanized steel. External Stairs, Steps, Ladders. External Stairs to have hot galvanized steps of anti-skid type. String boards to be of HP- or L-profiles, and handrails (on both sides) to be of steel pipes with flat bar stanchions, all hot galvanized prior to assembly. Wheel house arrangement Wheel house arrangement should be done as per the good ship building practices and to ease the dredging operations. Ventilation Systems for Engine Rooms Supply Fans to be mounted in ducts.
14	STATUTORY SAFETY APPLIANCES	The LSA and FFA to be considered as per Inland Vessel (LSA) Rules, 2022 and Inland Vessel (FFA) Rules, 2022.
15	SPARE PARTS, TOOLS AND OTHER MAINTENANCE ITEMS	Yard deliveries Following to be delivered by the Yard 1. Towing wire 2. Consumables in excess of required for filling up systems and tests and trials.

		3. Standard Spares provided / recommended by manufacturers of various equipment along with the price list 4. Mooring ropes and loose mooring equipment 5. Hand tools 6. Personal protection equipment 7. All types of filters, fan belts and other items required for first 500 hrs. shall be supplied with machine. 8. Set of ordinary and special tools as specified by the manufacturer with tool box to be supplied with machine. 9. List of spare parts recommended for first 2000 hrs. of operation with prices valid for a period of one year shall be furnished. NOTE- And other necessary minimum items essential at delivery and not limited to the above list.
16	TEST & TRIAL	On completion of construction in all respect the test & trial if considered necessary may be carried out in the supplier's yards before transportation/shipping for delivery at the designated site. However, after the arrival with all equipments, the dredger shall undergo river trial and dredging operation as per the Marine practice at a suitable location identified by IWAI. The trial may include the speed, dredging and other operational capability of the various attachments as follows: Trial Technical trials are to be carried out according to the owner's and statutory requirements. A programme for the trial is to be submitted to Owners at least one (1) week before the trials. Tests to be carried out: 1. Anchor (if applicable) tested according to the statutory requirement. 2. Dredger to be tested by loading-unloading on trailer bed on its own and for other applications assisted by Spuds, stabilizers. 3. Manoeuvrability to be tested for proper working of the steering system. 4. Endurance trials which include 4 hours continuous service. All alarms and service data for the main engines to be noted on a special

		form. The form to be enclosed with technical documentation at delivery. 5. Speed tests including Full speed test at maximum outputs to be carried out with three double runs. Fuel oil consumption and other parameters are to be recorded at each speed test. 6. Testing of pumps and systems to be tested and demonstrated to the satisfaction of the Class standards and the Owners representatives. 7. Radio equipment test. 8. The dredger has to be tested for all dredging processes suction dredging, bucket excavation, rake cleaning, etc. All attachments to be fitted with dredger and tested. After the trial a report to be worked out for all tests carried out during the trial. The report shall be submitted to the Owners within two weeks after delivery of the Dredger. Final list of complaints, recommendations, and alterations is to be handed over to the Builder within 24 hours from the end of the trial trip. b. Consumers in General: Equipment and components, including motors, are to be tested under normal service conditions, to prove that they are suitable and satisfactory for their purpose. Load current is to be observed when normal service conditions are obtained. c. Lighting equipment etc. Test must be carried out for all switches to prove that they are working as assumed and that the light distribution is satisfactory. Tests must be carried out to ensure that the plug sockets are in order.
17	WARRANTY / Defect Liability Period	

		The Contractor shall provide 1 year warranty from the date of commissioning against the workmanship & materials. In case any defect is noticed, same is to be rectified repaired/supplied free of cost. The supplier has to assure availability of service/spares support for major equipment fitted on this dredger in India upto 7 years from the date of commissioning. "the bidder should provide details about availability of spare parts and after sales service for equipment offered in the bid in purchaser country"
18	Manning and Operation	1. Supplier / Bidder, shall provide / deploy the qualified, Trained manpower with competency certificates as per IV Act 2021, for maintenance of the Dredgers to operate and run 8 Nos. of Dredgers for 2-year period from the date of commissioning. 2. Following man power shall likely to be deployed by the successful bidder on each dredger: a. 1 no - Master Class 3 / D.C.O (Dredger Control Operator) b. 1 no -Deck hands c. 1 no -Engine Driver -IInd The manpower shall be deployed in National Waterways 1, 2 & 16 3.Supplier shall provide required manpower for operation of Dredger as per IV-Act 2021 for two years from the date of commissioning and shall undertake normal routine maintenance, cleanliness, proper mooring & berthing, shifting due to change in river course etc., for safety and serviceability of Dredgers by providing requisite manpower round the clock. The Supplier has to ensure operation of the Dredger by qualified/trained, competency certified personnel with adequate experience in the relevant field. The contractual charges are inclusive of all the expenses connected to manning. Maintenance of Dredger must be attended as per marine practice/guidelines/ statutory requirement and maintenance schedule of the manufacturer. EIC/RO's or his representative may inspect without any prior notice in this regard. Details of maintenance works carried out are also to be recorded in the log-book on completion of each maintenance work. Consumables and Stores: All running stores, spare parts, consumables and miscellaneous items required will to be provided by IWAI. Further, manufacturing defects, workmanship and serviceability of the various components, individually or compositely shall be dealt

		by the Supplier during this period and without any extra cost to the Purchaser. Minimum consolidated emoluments including Statutory allowances: The Supplier has to ensure that the wages are as per 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.																								
19	COMMISSIONING AND TRAINING	The dredger after transportation to the delivery site shall be commissioned and made operational by the trained professionals. The supplier should give free training for operation and maintenance of the machinery for minimum 15 days to the crew of IWAI if considered necessary.																								
20	REGISTRATION	The responsibility of registration of the dredgers shall be within the scope of the supplier. The dredger to be registered with State Govt as per the provision of Inland Vessel's. Act 2021 for which supplier shall provide the required hydrostatic details, construction drawings and other information/ documents. The name of the dredger, registration number, port of registry and draft mark should be engraved on the hull of the dredger as per the requirement of statutory authority.																								
21	Indian Vessel Act 2021 (24 Of 2021)	<table border="1"> <thead> <tr> <th>sl.no.</th><th>Name of the Rule</th><th>Gazette date</th></tr> </thead> <tbody> <tr> <td>1</td><td>The Inland Vessels (Survey and Certification) Rules, 2022</td><td>7th June 2022</td></tr> <tr> <td>2</td><td>The Inland Vessels (Registration and other Technical issues) Rules, 2022</td><td>7th June 2022</td></tr> <tr> <td>3</td><td>The Inland Vessels (Manning) Rules, 2022</td><td>7th June 2022</td></tr> <tr> <td>4</td><td>The Inland Vessels (Crew and Passenger Accommodation) Rules, 2022</td><td>7th June 2022</td></tr> <tr> <td>5</td><td>The Inland Vessels (Safe Navigation, Communication and Signals) Rules, 2022</td><td>7th June 2022</td></tr> <tr> <td>6</td><td>The Inland Vessels (Life Saving Appliances) Rules, 2022</td><td>7th June 2022</td></tr> <tr> <td>7</td><td>The Inland Vessels (Fire Fighting Appliances) Rules, 2022</td><td>7th June 2022</td></tr> </tbody> </table>	sl.no.	Name of the Rule	Gazette date	1	The Inland Vessels (Survey and Certification) Rules, 2022	7th June 2022	2	The Inland Vessels (Registration and other Technical issues) Rules, 2022	7th June 2022	3	The Inland Vessels (Manning) Rules, 2022	7th June 2022	4	The Inland Vessels (Crew and Passenger Accommodation) Rules, 2022	7th June 2022	5	The Inland Vessels (Safe Navigation, Communication and Signals) Rules, 2022	7th June 2022	6	The Inland Vessels (Life Saving Appliances) Rules, 2022	7th June 2022	7	The Inland Vessels (Fire Fighting Appliances) Rules, 2022	7th June 2022
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		8	The Inland Vessels (Prevention and Containment of Pollution) Rules, 2022	7th June 2022
		9	The Inland Vessels (Insurance, Limitation of liability and Obligations of service providers and service users) Rules, 2022	14th June 2022
		10	The Inland Vessels (Design and Construction) Rules, 2024	28th May

Design of the Dredgers

- a. The bidder shall develop the design of the Dredgers based on the technical specification supplied by the Buyer. Any details missed out in the specification but mandatory for the safety and operations of the Dredger must be included by the bidder. The bidder must undertake the design, construction, and supply of Dredgers as per the terms and conditions and contract agreed.
- a. The design must comply to the Classification Society Rules and IV Rules of 2022. The design document must be approved by the Classification Society.
- b. The bidder should have adequate qualified and skilled work force for undertaking the design, construction of Dredgers as per the scope of work.

Quality Assurance Plan

- a. The bidder shall comply with the Quality Assurance Plan for execution of the work and meeting the standards required as per the Administrative Authority / Class rules and regulations (IV Act 2021 and IV Rules 2022).
- b. The bidder shall comply with the provision of Statutory Authority applicable in relation to execution of works.
- c. The ship construction team should have to undertake total responsibilities of the preservation of machines/ equipment's/Dredgers and total safety and security of the same during the construction phase including keeping the Dredger under construction and after construction in a neat and clean condition.
- d. The construction team shall be provided with safety gears / kit by the bidder as per provision of labour / marine act/practice.
- e. The ship building yard must be competitive and provide smart solutions to the Buyer.

LIST OF GOODS & DELIVERY

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
1	Amphibian Dredgers as per attached Specification	8	No	Kolkata	8-9 Months	13 to 15 months	

LIST OF RELATED SERVICES AND COMPLETION SCHEDULE

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1.	Manning for Operation of Dredger for two (2) years after commissioning as per Schedule of Requirements under Section VII	LS		Kolkata (Exact location shall be place of deployment of Dredger)	

1. If applicable

INSPECTION & TESTS

A. Inspection, Testing & Documentation.

- i. The material supplied under this contract shall be subject to inspection by the Engineer-in-charge. Any manufacturing or workmanship defects in the quality of the material, machines, pointed out by the Engineer-in-charge during inspection/ guarantee period shall be made good by the contractor at his own cost, if necessary by their replacement. In case the contractor fails to do so, it will be got done through any other agency or departmentally at the risk and cost of the contractor.
- ii. Equipment inspection shall be carried out by authorized representative of IWAI. The duly authorized representative of IWAI shall at all reasonable time have access to the bidders premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the equipment/ machineries during manufacturing process or after wards as may be decided.
- iii. The bidder shall furnish complete address of premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- iv. The bidder shall submit complete list of Plan & Machinery details of conforming in-house testing facing available at the works required for pre-dispatch inspection and testing of the required material/equipment to ensure conformity of the tests required as per Technical Specifications annexed hereto.
- v. The bidder shall make complete arrangement including lodging, boarding, transportation for inspection of the Amphibious Multipurpose Dredger Machine by IWAI official team before delivery, at factory site. Inspection of the Amphibious Multipurpose Dredger Machine will also be carried out at Kolkata at delivery sites specified by IWAI. If any discrepancy is found in the material supplied and technical specifications approved, the same lot shall be rejected and bidder will collect rejected material within seven days. No claim for the rejected material shall be entertained.
- vi. An authenticated test certificate in confirmation to the specifications of the tender for which testing at site is not possible has to be produced by the bidder.
- vii. The bidder shall have to furnish third party inspection from agency duly approved from Govt. (Certificate) as approved by IWAI & all drawings and certificates and Xerox copies of bills of materials which are required and

demand by Engineer-in-charge. All the expenses incurred on the third party inspection shall be borne by the bidder. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within seven days duration and nothing extra shall be paid on this account.

B. Inspection procedure and process

The Ship Builder shall propose an inspection process procedure to the Purchaser before the start of the works for the review and approval of the Purchaser. During the works, the inspection procedure is subject to continuous improvement, if applicable.

The Work shall be open to supervision and/ or inspection by the Customer or his representatives at all reasonable times upon prior reasonable notice, or any claim for defects in workmanship or material shall be made in writing during the construction period till delivery. The Ship Builder will replace at its own premises any defective work or material which can be proven to be defective, and which is communicated in writing as aforesaid. The inspections shall be carried out by the Class / Statutory body, as applicable along with owner's representative. The Ship Builder shall prepare the construction schedule of the Dredger as per contract as well as QAP indicating the stages of inspection.

In the case of defects or failures arising from faulty materials used by the Ship Builder, the customer is entitled for free replacement and repairs.

Periodic inspection shall be carried out by the Engineer-in-Charge (EIC) or his representative. The Ship Builder can have the inspection schedules finalized with the Engineer-in-Charge (EIC). Generally, all attempts should be made to have joint inspection, and number of inspections be not less than one in a week during the building phase / for repair / drydocking of Amphibian Dredger and other equipment. Class / Statutory inspection can be planned accordingly.

All works involving more than one process shall be subject to examination and approval at each stage thereof and the Ship Builder shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

No work shall be put out of view without the approval of the Engineer-in-Charge, or his authorized representative and the Ship Builder shall afford full opportunity for examination. The Ship Builder shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he considers it necessary and advise the Ship Builder, accordingly, examine and measure such work. In the event of the failure or the Ship Builder to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the Ship Builder's expenses.

The Ship Builder shall offer the Owner or the Inspecting authority or Officer all proper and reasonable access (incl. appropriate scaffolding) and facilities for examining inspecting and testing the materials, machinery and workmanship used or intended to be used or employed during the progress of the construction and installation of equipment of the Dredger

and on completion thereof shall also supply free of charge such calibrated and/ or certified apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testing. The Owner, the Inspecting authority or officer shall have access to the place or places where any part of the machinery or equipment is being constructed or is stored at all reasonable times during the execution of this Contract and in case any part of the work shall have been covered or closed without previous inspection the Ship Builder shall if required open such part or parts wherever necessary to enable the Owner or Inspecting authority or Officer to inspect the part so opened up at the expense of the Ship Builder.

SECTION - VII: GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION - VII: GENERAL CONDITIONS OF CONTRACT (GCC)

1 CLAUSE - 1: DEFINITIONS

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.

- viii) **Chairperson:** means Chairman of Inland Waterways Authority of India.
- ix) **Chief Engineer:** means the Chief Engineer of the Authority.
- x) **Director** means the Director of the Authority, as the case may be.
- xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- xii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- xiii) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- xiv) **Day:** means a calendar day beginning and ending at mid-night.
- xv) **Week:** means seven consecutive calendar days
- xvi) **Month:** means the one Calendar month.
- xvii) **Site means** the waterway and / or other places through which the works are to be executed.
- xviii) **Vessel:** Vessel is the Amphibian Dredger to be designed, constructed, equipped and delivered afloat in accordance with the contract and with modification, if any, as mutually agreed upon.
- xix) **Drawings:** means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawing approved in writing by the Engineer-in-Charge and shall also include drawings/ charts issued for actual execution of the work time to time by the Engineer-in-Charge.
- xx) **Urgent Works:** means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.

- xxi) **Work/ works:** means work / works to be executed in accordance with the contract.
- xxii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers.
- xxiii) Tendered value means the value of the entire work as stipulated in the letter of award.
- xxiv) A **Defect** is any part of the Works not completed in accordance with the Contract.
- xxv) **The Defects Liability Certificate** is the certificate issued by Owner, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.
- xxvi) **The Defect Liability Period** is 12 months calculated from the Date of commissioning of Amphibian Dredger(s).

2 CLAUSE - 2: INTERPRETATIONS

- 2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

3 CLAUSE-3.

(a) PARTIES

The parties to the contract are the contractor and the owner.

(b) AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR:

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Chairman on behalf of Authority may, without prejudice to any other right or remedy of the owner,

cancel the contract and make or authorize the making of a purchase of the vessels at the risk and cost of such person and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such purchase. The provisions of clause 11 apply to every such purchase as far as applicable.

(c) ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE OWNER

- i) For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post due to Chairman, Inland Waterways Authority of India, A-13, Sector-1, NOIDA, Gautam Budh Nagar Distt (U.P.) 201301. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.
- ii) Any communication or notice on behalf of the owner, in relation to the contract may be issued to the contractor by the owner, and such communications and notices may be served on the contractor either by fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the owner.

4 CLAUSE-4. AUTHORITY OF THE CHAIRPERSON:

For all purposes of the contract including arbitration proceeding there under the Chairman on behalf Authority shall be entitled to exercise all the rights and powers of the owner

5 CLAUSE - 5: PERFORMANCE SECURITY AND SECURITY DEPOSIT

- 5.1 (FOR all Bidders including MSME Registered Firms) The contractor shall be required to deposit an amount equal to 5% of the contract value of the work as performance guarantee in the form of irrevocable bank guarantee (e-BG) bond of any scheduled bank or in form of insurance surety bond, account payee demand draft, fixed deposit receipt from the commercial bank or online payment in accordance with the form prescribed within 21 days of

the issue of the work order/LOA. The performance guarantee shall be issued by a scheduled or nationalized bank in India.

- 5.2 For Tenders having financial quote up to 5% lesser than the estimated contract value, no additional security deposit is required. But for tenders having financial quote less by more than 5% of the estimated contract value, the difference between the quoted amount and 95% of estimated contract value in the form of BG/DD shall be submitted by the bidder within 21 days of the issuance of the work order. Similarly, for tenders having financial quote more than 5% of the estimated contract value, the difference between the quoted amount and the amount more than 5% of the estimated cost, up to a maximum of 10% more than estimated contract value in the form of BG/DD shall be submitted by the bidder within 21 days of the issuance of the work order. The additional BG/DD defined herein shall be over and above the performance security and shall be returned along with the performance security to the contractor.
- 5.3 The total security deposit to be deducted shall be 5% of the contract value. Earnest money deposit in the form of RTGS shall be adjusted against the Security Deposit shall be deducted @ 10% from each payment until the total Security Deposit amounts to 5% of the contract value.
- 5.4 The total **security deposit** shall remain with IWAI **till the completion of the contract or the payment of the final bill payable** in accordance with agreement condition whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor..
- 5.5 Performance of contract including warrantee period of 12 months on the guarantee with the respect to workmanship and material etc. shall be initially valid up to the stipulated date of completion plus 28 days beyond that. In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- 5.6 In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be

forfeited in full or in part and shall be absolutely at the discretion of the authority.

6 CLAUSE-6: RELEASE OF PERFORMANCE SECURITY/GUARANTTEE

- 6.1 The performance security will be released to the contractor **when the defect liability period of 12 Months after the delivery of the dredger is over** and the Engineer-in-charge has certified that the defects, if any, notified by the Engineer-in-charge to the contractor before the end of this period have been corrected.
- 6.2 No claim shall lie against the owner either in respect of interest or any depreciation in value of any security.
- 6.3 If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Chairman or his duly authorized representative to forfeit either in whole or in part, the performance security furnished by the contractor. Save as aforesaid, if the contractor duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Chairman on behalf of the Authority shall refund the performance security to the contractor after deducting all costs and other expenses that the owner may have incurred and all dues and other money including all losses and damages which the owner is entitled to recover from the contractor.

7 CLAUSE - 7: RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTION OF THE CONTRACT

7.1 RISK IN THE CONSTRUCTIONS:

The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The dredger and every constituent part thereof, whether in the possession or control of the contractor, his agents or employees or in the joint possession of the contractor, his agents or employees or purchaser, his agents or employees shall remain in every respect of at the risk of the contractor until its actual delivery to the representatives at the stipulated place or destination or, where so provided in the acceptance of tender, until its delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss, destruction,

damage or deterioration of or to the dredger from any cause whatever while the dredger after approval by the inspector is awaiting delivery or is in the course of transit from the contractor to the consignee or, interim consignee as the case may be.

7.2 RESPONSIBILITY FOR COMPLETENESS:

In respective of any inspection and tests made by the inspector, the contractor shall be entirely responsible for the proper execution of the contract notwithstanding any approval, which may have been given by the inspector or the contractor.

Any fittings, accessories which may not be specially mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge.

7.3 SUBLETTING THE CONTRACT:

The contractor shall not assign, lease or sublet or cede this contract or the benefit hereof or any part thereof or any money payable hereunder or sublet the services to be rendered as aforesaid or any part thereof to any other person or company without the previous permission of the Owner certified in writing under the hands of the Owner and no assignment, lease, cession or subletting although so permitted shall exonerate the contractor from his liability under this contract and the Owner shall not be bound or required to take notice or give effect to any such assignment, lease, cession or subletting unless the same shall have been made with such permission as aforesaid PROVIDED ALWAYS the contractor may procure any necessary materials to be manufactured for the purposes of, this contract by any person, firm or company whose names shall have been submitted to and approved by Chairman on behalf of the Authority before the said materials are ordered but no such approval shall relieve the Contractor from any responsibility or obligations with reference to any such materials.

7.4

a. CHANGES IN A FIRM

Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Chairman on behalf of Authority which may be granted only upon acceptance of a written

undertaking by the new partner to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the date of such undertaking.

On the death or retirement of any partner of the contractor firm before complete performance of the contract the Chairman on behalf of Authority may, at his opinion cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the owner.

If the contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the owner by registered post acknowledgement due.

b. CONSEQUENCE OF BREACH:

Should the contractor or a partner in the contractor firm commit breach of either of the conditions (iii) or (ii) (a) (I) of this sub clause it shall be lawful for the owner to cancel the contract and purchase or authorize the purchase of the vessels at the risk and cost of the contractor and in that event the provisions of clause 48 & 56 of GENERAL CONDITIONS shall as far as applicable apply. The decision of the Chairman on behalf of Authority as to any matter or thing concerning or arising out of this sub-clause or any question whether the contractor or any partner of the contract firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contract.

c. ASSISTANCE TO THE CONTRACTOR:

- i) The contractor shall be solely responsible to procure any material or obtain any import or other license or permit required for fulfilment of the contract and the grant by "the owner or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of iron and steel, or any other commodity or any other form of assistance in the procurement of the material aforesaid, shall not be construed as a representation in the part of the purchase that the material covered by such license or permit quota certificate is available or constitute any premise, undertaking or assurance on the part of the owner regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the contractor obtains

any materials at less than their market price or the cost of production of the vessel is lowered, the price of the vessels payable under the contract shall be reduced proportionately and the extent of such reduction shall be determined by the owner whose decision shall be final and binding on the contractor.

- ii) Every agreement made by Chairman on behalf of the Authority to supply or give assistance in the procurement of materials, whether from the Govt. Stock or by purchase under permit or release order issued by or by any officer empowered in that behalf of Govt. shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Chairman on behalf of Authority whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the contractor.

8 CLAUSE-8. INABILITY TO PERFORM CONTRACT:

Should the Contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress may be, from any cause whatever, so slow that in the opinion of the inspector, which shall be conclusive, the contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract should he neglect to comply with any directions given to him by the inspector or in any respect fail to perform the contract, the owner shall have power to declare the contract at an end, in which case the contractor shall be liable for any expense, loss or damage which the owner may incur or sustain by reason, of or in connection with contractor's default.

9 CLAUSE - 9: QUOTATION OF RATES BY CONTRACTOR

The price quoted by contractor shall be firm with no provision for any deviation as per the cost schedule. The price shall include the cost of the material, equipment, machineries, the import/custom duty, all tax and duties including cost of dry docking, test & trial, transportation/Shipping and delivery at Kolkata, India.

If the dredger is delivered as dry cargo, the dry docking is not necessary. In case, the same is delivered after sailing in the river/sea, dry docking shall be done at

the sole cost of the builder. Accordingly, provision is to be made and rate to be quoted.

10 CLAUSE - 10: DELEGATION OF POWERS

The Chairman on behalf of Authority may from time to time delegate to any person operations to be named by him such of the powers, authorities and discretion's vested in him by the contract as he may think fit and the contractor shall recognize such person or persons on written notice from the Chairman of him or their appointment and of the powers, authorities and discretion's respectively delegated to him or them as lawfully exercising for the purpose of this contract the powers, authorities and discretion's so delegated provided that the Chairman on behalf of Authority shall not delegate the powers, authorities and discretion's conferred on him by the clause 66 hereof.

11 CLAUSE-11. RISK OF LOSS OR DAMAGE TO AUTHORITY OR OWNER'S PROPERTY

11.1 All the property of the Authority or Owner loaned whether with or without deposit to the contractor in connection with the contract shall remain the property of the authority or the Owner as the case may be. The contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

11.2 All such property shall be deemed to be in good condition when received by the contractor unless he shall have within seven days of the receipt thereof notified the Chairman to the contrary. If the contractor fails to notify any defect in the condition or equality of such properties he shall be deemed to have lost the right to do so at any subsequent stage.

11.3 The contractor shall return all such property in good condition. The contractor shall be able for loss or damage to such property in the possession of or under the control of the contractor, his employees or agents and responsible for the full value thereof to be assessed by the Chairman on behalf of authority whose decision shall be final and binding on the contractor.

11.4 Where such property is insured by the contractor against loss or fire at the request of the authority or the Owner such insurance shall be deemed to be

affected by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.

12 CLAUSE-12: CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT:

The contractor shall pay all charges for handling, stamping, printing, painting, marking and for protecting and preserving patent rights and for all such measures which the inspector or the representative of owner may require the contractor to take for the proper completion of the contract though no special provision in respect thereof may have been made in particular.

13 CLAUSE-13: TIME AND DATE OF COMPLETION OF WORK

The time and the date stipulated in the tender (Section VI, part I, Clause 3) for the completion of the work shall be deemed to be the essence of the contract. In case of delay the contractor shall in addition to other liabilities mentioned in to special conditions of contract be liable for all cost of inspection, which may be incurred after the date on which the work ought to have been completed. But if the delay shall have arisen from any cause such as strikes, locations, fire, accident, riot, etc. which the owner may admit as reasonable ground for further time, the owner will allow such additional time as he may consider to have been required by the circumstances of the case.

14 CLAUSE-14: PROGRESS REPORT

14.1 The contractor shall from time-to-time tender reports concerning the progress of the contract in such form as may be required by the EIC on behalf of Authority.

14.2 The submission, receipts and acceptance of such reports shall not prejudice the rights of the owner under the contract, nor shall operate as a stopple against the owner merely by the reason of the fact that he has not taken notice of or objected to any information contained in such report.

15 CLAUSE -15: CERTIFICATE AND FEES

All test certificates and other certificates are to be handed over to the owner or his representative on completion of the dredger by the contractor with the report that the dredger is ready for delivery. The contractor shall pay all the

fees in connection with the certificates and all royalties or incur other fees during the construction of the dredger.

16 CLAUSE - 16: CONTRACT PRICE

(a) CONTRACT PRICE:

Subject to any deduction and addition authorized by and to the other provisions of this contract, Owner shall pay to the contractor for the building, equipment, testing and delivery at specified destination, for the dredger including Dry Docking (import and customs Duty if applicable) and for all other works, matters, things and obligations to be executed, done, supplied and performed by the contractor under this contract including the provision of the hull inventory as specified (which said amount is herein called the contract price) by the time and in the manner following viz.

16.1 Details of Shipping and other Documents to be furnished by the Supplier:

~~The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms 2010. The products shall be delivered Cost insurance paid to Pandu, Guwahati (CIP Pandu, Guwahati).~~

The dredgers shall be delivered to IWAI Kolkata. The Contract Price shall be all-inclusive, comprising cost of equipment, ocean/inland freight, transit insurance, custom clearance, custom duties, local taxes (GST), unloading, assembly, and commissioning at the designated destination site in Kolkata.

Upon delivery of the dredger to the consignee the supplier shall notify the purchaser and submit the following documents to the purchaser:

Payment against Keel Laying:

- i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount
- ii) Bank Guarantee of 15% of the contract value having validity till the acceptance of delivery by the purchaser
- iii) Certificate of Keel Laying issued by the Purchaser's representative nominated by the CE, NW-1.
- iv) Manufacturer's / Supplier's warranty certificate, if applicable

- v) Manufacturer's Test report, if applicable

Builder's Insurance policy as specified in GCC 38.

Payment against 100% Hull Fabrication & Erection:

- i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount
- ii) Certificate of 100% Hull Fabrication & Erection issued by the Purchaser's representative nominated by the CE, NW-1.
- iii) Manufacturer's / Supplier's warranty certificate, if applicable
- iv) Manufacturer's Test report

Payment against Successful Launching & Procurement of Major machineries:

- i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount
- ii) Certificate of Successful Launching & Procurement of Major machineries issued by the Purchaser's representative nominated by the CE, NW-1.
- iii) Manufacturer's / Supplier's warranty certificate
- iv) Manufacturer's Test report

Payment against Successful test, trial and Delivery:

- i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount
- ii) Certificate of Successful test, trial and Delivery issued by the Purchaser's representative nominated by the CE, NW-1.
- iii) Delivery note and acknowledgement of receipt of goods duly sealed and signed by the Consignee
- iv) Three copies of packing list identifying contents of each package
- v) Insurance Certificate

vi) Manufacturer's / Supplier's warranty certificate

vii) Manufacturer's Test report

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

The prices charged for the Goods supplied and the related Services performed "shall not" be adjustable.

Payment Milestone:

- i) **Keel Laying Payment:** Fifteen (15) percent of the Contract Price excluding manning shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the bidding documents.
- ii) **On Hull Fabrication & Erection:** Twenty (20) percent of the Contract Price excluding manning shall be paid on 100% Hull Fabrication and Erection and upon submission of the documents specified in GCC Clause 16.1.
- iii) **On Launching & Procurement of major machineries:** Thirty (30) percent of the Contract Price excluding manning shall be paid to the Supplier within thirty (30) days after the successful launching & procurement of major machineries i.e. propulsion engines, auxiliary engines, genset, and upon submission of the documents specified in GCC Clause 16.1.
- iv) **On Successful test & trial:** Twenty (20%) percent of the Contract Price excluding manning shall be paid to the Supplier within thirty (30) days after the successful test, trial of the dredger by the Purchaser certified by an acceptance certificate.
- v) **On Delivery:** The remaining Fifteen (15%) percent of the Contract Price excluding manning shall be paid to the Supplier within thirty (30) days after the acceptance of delivery of the dredger by the Purchaser certified by an acceptance certificate.

- vi) **Manning** – the payment towards manning of each Dredger along with GST for two years shall be paid Quarterly on pro-rata basis as quoted in BOQ on submission of bills, attendance and certification of Engineer-in-charge (EIC)

Note: All the percentages mentioned above shall be applicable on the total contract price on pro-rata basis as per price schedule.

16.2 Warranty

The equipment supplied will remain under **warranty for a period of 12 months** from the date of acceptance at site as per contract conditions.

Warranty:

1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
3. Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated.
4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
5. Upon receipt of such notice, the Supplier shall, within the period specified, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
6. If having been notified, the Supplier fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7. The period of validity of the Warranty shall be: 365 days. For purposes of the Warranty, the place(s) of final destination(s) shall be: Kolkata.

8. The warranty period shall be 12months from the date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10%
- c) The period for correction of defects in the warranty period is 30 days.
- d) If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser.
- e) The supplier should provide 1 no. of preventive maintenance services yearly during the warranty period which will be other than breakdown calls (if any).
- f) The warranty shall also cover all the consumables parts, accessories, vacuumatic products.

9. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipments execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.

10. If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

11. The Supplier will respond to a site visit and commence repair work on the equipment within 72 hours of being notified of equipment malfunction.

12. The period for repair or replacement shall be: 30 days.

13. Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter.

14. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months."

15. If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser.

16.3 Training:

The supplier should give free training for operation and maintenance of the machinery for minimum 15 days to the crew of IWAI if considered necessary.

17 CLAUSE - 17: WITHHOLDING AND LIEN IN RESPECT OF SUM CLAIMED

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the owner shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, deposited by the contractor and for the purpose aforesaid the owner shall be entitled to withhold the said security deposit furnished and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the owner shall be entitled of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the owner or the government or any person contracting through the owner pending finalization or adjudication of any such money so withheld or retained under the lien referred to above, by the owner will claim arising out of or under the contract is determined by the arbitrator.

18 CLAUSE - 18: INDEMNITY

(1) The contractor shall at all-time indemnify the owner against all claims which may be made in respect of the dredger for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the owner, the owner shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct and litigation's that may arise there from.

(2) The contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent of trade mark for fulfillment of the contract.

19 CLAUSE - 19: TESTS

The contractor shall be solely responsible for :

Carrying out the mandatory tests prescribed as per ship building practice and

For the correctness of the test results, whether preformed in his laboratory or elsewhere.

19.2 If the Owner instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

20 CLAUSE - 20: CURRENCIES

All payments will be made in Indian Rupees.

21 CLAUSE - 21: SUFFICIENCY OF TENDER

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

22 CLAUSE - 22: CONTRACT DOCUMENTS

22.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English.

22.2 The Contractor shall be furnished free of charge certified true copy of the contract document.

22.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good condition 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.

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

23 CLAUSE - 23: DISCREPANCIES AND ADJUSTMENT OF ERRORS

23.1 Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -

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

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

23.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission there from shall not vitiate the Contract or release the

Contractor from the execution of the whole or any part of the work(s) comprised therein according to drawings and specifications or from any of his obligations under the contract.

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

(a) In the event of error/discrepancy occurring in the rates written in figures and words, then the rate which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. When the rate quoted by the contractor in figures and words tally, but the amount is not worked out correctly, the rate quoted by the contractor will, unless or otherwise proved, be taken as correct.

(b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.

24 CLAUSE-24: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE

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

24.2 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.

24.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.

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

25 CLAUSE - 25: ASSIGNMENT AND SUB-LETTING

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

26 CLAUSE - 26: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. 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 agreement where under the partnership firm would have the right to carry out the works hereby

undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 57 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-57.

27 CLAUSE - 27: COMMENCEMENT OF WORK

The contractor shall commence the work at the respective sites within 15 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

28 CLAUSE - 28: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.

28.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner in strict conformity with the specifications laid down in the contract document or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.

28.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:

- (a) Specifications or revisions thereof other than standard printed specifications and charts/drawings issued to the contractor from time to time
- (b) Explanations, instructions etc.

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

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

29 CLAUSE - 29: SETTING OUT THE WORKS

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

30 CLAUSE - 30: CONTRACTOR'S SUPERVISION

30.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, a qualified and experienced Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall supervise the execution of the works with such additional assistance in each trade, as the work involved shall require and considered essential by the Engineer-in-Charge. Further the directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.

30.2 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 charge of supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the work.

31 CLAUSE - 31: INSTRUCTIONS AND NOTICE

31.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

31.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be

confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.

31.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.

31.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work through a "Site Order Book" maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

31.5 The "Hindrance Register" shall be maintained at the site of work, where any hindrance which comes to the notice of the representative of the Engineer-in-Charge shall be recorded and immediately a report will be made to the Engineer-in-Charge within a week. The Engineer-in-Charge shall review the Hindrance Register at least once in a month.

32 CLAUSE - 32: PATENT RIGHTS

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

33 CLAUSE - 33: MATERIALS

33.1 The contractor shall at his own expenses provide / arrange all materials required for the bona-fide use on work under the contract.

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

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

34 CLAUSE - 34: LAWS GOVERNING THE CONTRACT

The rules of procedure for arbitration proceedings shall be as follows:

(a) ~~Contract with foreign Supplier:~~

~~Any dispute, controversy, or claim arising out of or relating to this contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.~~

~~The arbitration venue shall be a neutral country or a venue mutually agreed at the time of signing of contract agreement. The language of Arbitration proceeding shall be English.~~

The laws of India shall govern this contract. Irrespective of the place of Works, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award has

been issued. Courts of the place from where the Letter of Award of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of contract. Notwithstanding anything contained in this Agreement, Parties hereby submit to the exclusive jurisdiction of such court alone.

(b) ~~Contracts with Supplier national of the Purchaser's country:~~ In case of dispute or difference arising between the Purchaser and a ~~domestic~~ supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the "The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the "The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

35 CLAUSE - 35: LABOUR

35.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree

specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.

(b) If any foreigner is employed by the contractor on the 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 there-from 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.

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.

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

Any accident if occurred during the said fortnight showing the circumstances under which it happened and the extent of damage and injury caused by it and.

The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

35.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.

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

- a) Payment of Wages Act, 1936 (Amended)
- b) Minimum Wages Act, 1790 (Amended).
- c) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- d) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
- e) Employer's Liability Act 1938 (Amended)
- f) Maternity Benefit Act. 1961 (Amended)
- g) The Industrial Employment (Standing orders) Act 1946 (Amended).
- h) The Industrial Disputes Act. Amended 2010
- i) Payment of Bonus Act and Rules 1976
- j) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The list is indicative only, otherwise the contractor should be aware of all the Acts/Labour Laws and should follow diligently on the work. The contractor shall be fully and personally responsible for the violation of any Act/Labour Law

35.5 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the

Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in- Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

35.6 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 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 on account of deduction made from the wages of the workers 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.

35.7 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-35.4 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 Acts/Laws stipulated in Clause-35.4 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 Acts/Laws/Rules mentioned in Sub-Clause 35.4 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 Acts/Laws/Rules/Codes as mentioned under Sub-Clause 35.4 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.

35.8 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 35.4 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

35.9 The Contractor shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

35.10 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.

35.11 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Acts/Rules referred in clause 35.4 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 35.4 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also

against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

35.12 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 Regulations.

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

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

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

36 CLAUSE - 36: FORCE MAJEURE

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

36.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

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

37 CLAUSE - 37: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

37.1 If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to IWAI or to any person during the

progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost.

If it appears to the Engineer-in-Charge or his representative at any time during the progress of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective design or defective/ improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.

All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.

38 CLAUSE - 38: CONTRACTOR'S LIABILITY AND INSURANCE

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

38.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause - 38.2 (i) above, the following provisions shall also have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and

The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

38.3 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at any time either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.

The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.

The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

38.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any

property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.

Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.

Property liability limits for each accident not less than Rs. 1,00,000 ;

The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

(b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.

If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

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

39 CLAUSE - 39: SUSPENSION OF WORKS

39.1 The contractor shall on the receipt of order of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary.

39.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:

On account of any default on the part of the contractor or

for proper execution of the works or part thereof for the reasons other than the default of the contractor or

For the safety of the works or part thereof.

39.3 The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

39.4 If the suspension is ordered for the reasons under the Clause 39.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part

40 CLAUSE - 40: 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 (with the prior approval of competent authority shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which

he could not derive in consequence of the fore closure of the whole or part of the works.

41 CLAUSE - 41: 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.

42 CLAUSE -42: INSOLVENCY AND BREACH OF CONTRACT:

The Chairman on behalf of Authority may at any time, by notice in writing, summarily determine the contract without compensation to the contractor in any of the following events, that is to say:

- (i) If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or other for administration of his estate made against him or shall take any proceeding for composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act, or

(ii) If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitled the court or debenture- holders to appoint a Receiver, Liquidator or Manager, or

(iii) If the contractor commits any breach of the contract not herein specifically provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the owner and provided also the contractor shall be liable to pay to the owner for any extra expenditure is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.

43 CLAUSE- 43: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR

43.1 If the contractor

At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

(iii) Fails to complete the work (s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under clause 36 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:

Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/ or

Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.

43.2 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IWAI because of action under this clause shall not exceed 10% of the tendered value of the work.

43.3 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same number and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IWAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

43.4 Any excess expenditure incurred or to be incurred by IWAI in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by IWAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IWAI in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

43.5 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

43.6 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained

by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

44 CLAUSE-44: POWERS OF THE OWNER TO TAKE POSSESSION OF N DREDGERS AND MATERIALS IN CERTAIN CASES AND COMPLETE WORKS:

Subject to the terms of the contract, in the event of the contractor making default in the prosecution of construction of the vessel(s) and machineries or in the event of contractor becoming insolvent or from any cause going or taking steps to go into liquidation (except a voluntary liquidation undertaken with the object of amalgamation or reorganization by separation of departments of the contract into separate companies or taking any steps for compounding with his creditors it shall be component for (but not incumbent upon) the Owner after due notice to the contractor in writing, to take possession of the vessel(s) in her then state and all other materials and machineries and all intended for here, as before mentioned and to complete the vessel(s) and machineries and for this purpose with power to enter into any contract with other contractors or manufacturers, and to use the yard or yards, workshops, machineries and tools of the Contractor or such other contractors or manufacturers with whom the contractor may have entered into sub-contracts and the reasonable cost incurred by the exercise of any of the power of this clause shall be deducted from the purchase money then unpaid, if sufficient, and if not sufficient, shall be made good by the Contractor.

45 CLAUSE-45: APPEAL

If the contractor desires to appeal against the decision of the Inspector against the rejection of any work as not being in accordance with the contract, he shall appeal to the Chairman within fourteen days after the Inspector's decision and if an appeal is so preferred, the decision of the Chairman on behalf of Authority shall be final and conclusive.

46 CLAUSE-46: CHAIRMAN'S CERTIFICATE TO BE FINAL:

Wherever in this contract provision is made for any question, arrangement, amount matter or things being settled, decided, certified or determined by the Chairman or by the Inspecting authority or officer or by the representative or resting upon or being governed or controlled by or submitted to the judgment or opinion of them/him or any of them/their/his assessment, decision, certificate,

determination judgment or opinion shall unless otherwise stated therein be final and conclusive for all purposes and shall be binding on the Authority and the contractor notwithstanding anything contained in this contract.

47 CLAUSE-47: AUTHORITY AND THEIR STAFF NOT TO BE PERSONALLY LIABLE

Nothing in these presents shall be deemed to or shall impose any personal liability of the Authority or their staff.

48 CLAUSE-48: STANDARD BREAK CLAUSE

The owner shall in addition to his power under other clauses to determine this contract have power to terminate his liability there under at any time by giving three months (or such shorter period as may be mutually agreed) notice in writing to the contractor of the owner's desire to do so and upon the expiration of the notice the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this clause.

In the event of this, notice being given the Owner shall be entitled to exercise as soon as may be reasonably practicable within that period the following powers or any of them: -

To direct the Contractor to complete in accordance with the contract all or any articles, parts of such articles or components in course of manufacture at the expiration of the notice and to deliver the same at such rate of delivery which may be mutually agreed or in detail of agreement at the contract rate. All articles delivered by the contractor in accordance with such directions and accepted shall be paid at a fair and reasonable price assessed on the basis of the contract price when it exists.

To require the contractor on receipt of the notice of termination.

Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.

as far as possible consistent with (i) above to concentrate work on the completion of parts already in partly manufactured state; and

to terminate on the best possible terms such orders for materials and parts bought out in a partly manufactured or wholly manufactured state as have not been completed, observing in this connection any directions given under this paragraphs (a) and (b) (i) and (ii) above as far as this may be possible.

In the event on such notice being given provided the contractor has reasonably performed all the provisions of the contract binding upon him down to the date of this notice.

The Owner shall take over from the contractor at a fair and reasonable price (assessed on the basis of the contract price of the completed articles), all unused, undamaged and acceptable materials, bought out components and articles in the course of manufacture in possession of the Contractor at the expiration of the notice and properly provided by or supplied to the contractor for the performance of this contract except such materials, bought out components are supplied to the contractor through the intervention of the owner or on his behalf:-

the said fair and reasonable price shall be assessed on the basis of the cost price of such materials and/or components, and

If the contractor elects to retain any materials, bought-out components and articles as in this clause provided, he shall settle all claims of supplier in respect of the materials and/or components supplied to him as aforesaid including any claims to any extra charge (if the original stipulated terms and been concessional) and shall keep the owner indemnified against the same:

(b) The Contractor shall deliver in accordance with the direction of the Owner all such unused, undamaged and acceptable materials, bought out components and articles in course of the manufacture (except as aforesaid) taken over by or previously belonging to the Owner and the Owner shall pay to the Contractor fair and reasonable handling and delivery charges therefore,

(c) The Owner shall indemnify the contractor against the commitments, liabilities or expenditure which in the opinion of the Owner are reasonable and properly chargeable by the contractor in connection with the contract to the extent to which the Owner is satisfied that such commitments, liabilities or expenditure would otherwise represent and unavoidable loss by the contractor by reason of the termination of the contract. Provided that in the event of the contractor not having observed any direction given to him under the sub clause (2) hereof the Owner shall not be liable under the sub clause to pay any sums in excess of those

for which the Owner would have been able had the contractor observed that direction.

If in any particular case exceptional hardship to the contractor should arise from the operation of this clause it shall be open to the Contractor to refer the circumstances to the Chairman who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.

The Owner shall not in any case be liable to pay under the provisions of this clause any such sum which when taken together with any sums paid or due to becoming due to the contractor under this contract shall exceed the total price of the article specified in the schedule payable under this Contract.

The Contractor shall in any substantial order or sub-contract planned or made by him in connection with or for the purpose of this contract take power wherever possible by securing the acceptance of the sub-contractor to terminate such order or sub-contract in the event of the termination of this contract by the Owner of this clause and save only that: -

The name of the contractor shall be substituted for the owner throughout except in sub-clause 3 (c) where it occurs for the second and third times;

The period of the notice of termination shall be two months or such shorter period as may be mutually agreed upon). Substantial order or sublet contracts of or over Rs. 1,00,000 (Rupees One lakh) in value.

49 CLAUSE-49: Program and Method Statement/Work Plan

49.1 The Contractor shall submit to the Owner for approval a programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with cash flow forecasts. The program and method statement/work plan are to be submitted in the Technical Bid. The Method Statement/Work Plan to indicate the activities in detail vessel wise proposed to be carried out for the execution of the works. This is also to include the selection of equipment, approval of the Owners for the selected equipment and thereafter ordering and receipt of the same. All activities to be listed in the Method Statement/Work Plan including the completion of the stages as per the stage payments.

49.2 An update of the Programme shall be a programmed showing the actual progress achieved on each activity and the effect of the progress achieved on the

timing of the remaining Works, including any changes to the sequence of the activities. This update is to be sent at monthly intervals.

49.3 The Owner's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Owner again at any time. A revised Programme shall show the effect of Variations.

50 CLAUSE-50: MANAGEMENT MEETINGS

50.1 The Owner may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

50.2 The Owner shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Owner either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

51 CLAUSE-51: IDENTIFYING DEFECTS

The Owner or the inspector shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Owner or the inspector may instruct the Contractor to search for a Defect and to uncover and test any work that the Owner considers may have a Defect.

52 CLAUSE-52: CORRECTION OF DEFECTS NOTICED DURING THE DEFECT LIABILITY PERIOD.

52.1 If any defects including workmanship of hull, structure, performance of engines, machineries, stern gear or any other part **appear within twelve months** of "Taking over" certificate, the Owner shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is for **twelve months** thereafter. The Defects Liability shall be extended for as long as defects remain to be corrected.

52.2 Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Owner's notice. If the contractor is in default the Owner shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due to the contractor.

53 CLAUSE-53. UNCORRECTED DEFECTS

If the Contractor has not corrected a Defect, to the satisfaction of the Owner, within the time specified in the Owner's notice, the Owner will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

54 CLAUSE-54: ACTIVITY SCHEDULE

The Activity Schedule shall contain items for the construction, installation, testing, and commissioning works to be done by the Contractor. All variations shall be included in updated programmes and Activity Schedules produced by the contractor. When the Programme or Activity Schedule is updated, the Contractor shall provide the Owner with an updated cash flow forecast. The Activity schedule shall be submitted in the Technical Bid.

55 CLAUSE - 55: COMPLETION TIME AND EXTENSIONS

55.1 If after the award of the work the contractor commits defaults in commencing the execution of work as aforesaid, the authority shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

55.2 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work.

55.3 However, if the work (s) be delayed by:-

- (i) Force majeure as per clause 36, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

- (v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or
- (vi) Non-availability of stores, which are the responsibility of Government to supply or
- (vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or
- (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

55.4 In case the cost of the work is more than 10 crores then the total scope of work will be divided into milestones. The contractor shall submit a Time & Progress chart for each milestone and get it approved by the competent authority.

55.5 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

55.6 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Competent Authority may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.

55.7 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any compensation or over run charges whatsoever for any extension granted.

56 CLAUSE - 56: LIQUIDATED DAMAGES FOR DELAY

56.1 If the contractor fails to maintain the required progress in terms of clause 55 or to complete the work on or before the date of completion as per the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below.

(i) Liquidated Damages - @ 0.5 % per week or the part there off on pro-rata basis on each mile stone on each Dredger up to a maximum of 10% of the contract value.

The LD of 0.5% per week or part there off will be deducted and withheld on the contract value for the delay on the particular dredger.

The final penalty shall be imposed on overall delay of contract value of particular dredger, subject to 10% of each dredger.

The competent authority (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 55 or that the work remains incomplete.

The amount of liquidated damages may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the authority.

56.2 In case of contracts having tendered amount more than 10 crores, if the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of Clause 55.5, the amount shown against that milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

57 CLAUSE - 57: WHEN THE CONTRACT CAN BE DETERMINED

57.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in IWAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.

(vi) If the contractor shall enter into a contract with IWAI in connection with which commission has been paid or agreed to be paid by him or to his knowledge,

unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the IWAI with the approval of the competent authority shall have powers:

(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit,

Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

58 CLAUSE - 58: INSPECTION AND APPROVAL

58.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

58.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer-in-Charge or his representative shall, without unreasonable delay, unless he considers it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

58.3 Periodic inspection will be carried out by the EIC or his representative. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection

59 CLAUSE - 59: COMPLETION CERTIFICATE AND COMPLETION PLANS

59.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and under the terms and conditions of the contract. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the works or the works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify / replace the defective work or any part thereof or complete the work, as the case may be within such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

59.2 No certificate of completion shall be issued as stipulated above and no work be considered to be completed unless the contractor shall have removed from the work site and / or premises all his belongings / temporary arrangements brought / made by him for the site and / or premises in all respects and made the whole of the site and / or premises fit for immediate occupation / use to the satisfaction of the Engineer-in-Charge. If the contractor fails to comply with the above mentioned requirements on or before the date of completion of the work, the Engineer-in-Charge, may as he thinks fit and at the risk at cost of the contractor, fulfill such requirements and remove / dispose of the contractor's belongings / temporary arrangements, as aforesaid, and the contractor shall have no claim in this respect except for any sum realised by the sale of Contractor's belongings / temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the contractor. Should the expenditure on the aforesaid account exceed the amount realized by sale of such contractor's belongings / temporary arrangements then the contractor shall on demand pay the amount of such excess expenditure.

59.3 The contractor shall submit the completion plans of the work wherever required within 30 days of the completion of work. In case the contractor fails to submit completion plans as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15000/- (Rupees fifteen thousand only) as may be fixed by Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

60 CLAUSE - 60: TAXES, DUTIES AND LEVIES ETC.

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities on all materials that the contractor has to purchase for the performance of the contract and services, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc.

GST/Import duty as applicable, will be paid by the contractor to the concerned Authority, shall be paid.

61 CLAUSE-61: TAX DEDUCTION AT SOURCE

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

62 CLAUSE - 62: PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

63 CLAUSE - 63: OVER PAYMENTS AND UNDER PAYMENTS

63.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.

63.2 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 not- withstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

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

63.4 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.

63.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in- Charge or

Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

64 CLAUSE - 64: FINALITY CLAUSE

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

65 CLAUSE - 65: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

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

66 CLAUSE - 66 SETTLEMENT OF DISPUTES & ARBITRATION.

66.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given

in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.

If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

66.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 47.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.

66.3 Further, 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 a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.

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.

66.4 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 IWAI shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

66.5 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.

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

66.7 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.

66.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.

66.9 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.

66.10 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.

66.11 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Noida/ New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

NOTE: In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or

difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

67 CLAUSE 67: INTEREST

'No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

68 CLAUSE 68: 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.

69 CLAUSE 69 :SUSTAINABILITY OF JV/Consortium

In case JV/ consortium is not sustained due any reasons or discrepancies arising amongst the JV/consortium members, Unsustainability of JV/consortium shall be determined by the Engineer in Charge/ Employer during the monitoring in the contract period based on the failure of the deliveries/ missing of the milestones and other deliverables. The same shall be dealt in the following manner.

If JV/consortium becomes unsustainable after being selected as L1 EMD of the defaulting JV/consortium shall be forfeited.

If JV/consortium becomes unsustainable after the award of contract the employer has complete authority to nominate another contractor to complete the balance work on risk and cost of the defaulting contractor. The contractor will be notified of the decision to stop the work and get the measurements done to ascertain the value of work completed till date. No payment shall be released immediately, however, after completion of entire work on risk and cost, the differential cost

would be recovered from all held up amount (BG, EMD, Security deposit and unpaid amount for the work done) of the defaulting contractor and if any balance amount is still available, that shall be released to defaulting contractor..

SECTION - VIII: SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

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SECTION –VIII

SPECIAL CONDITIONS OF CONTRACT

(Eight (8) Amphibian Dredgers)

1 PERFORMANCE OF THE WORK:

The work shall be performed at the place or places named in the tender or at such other place or places as may be approved by the Owner.

2 SPECIFICATION:

In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the contractor's tender to supply the vessel in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the owner on the ground that the contractor did not examine or acquaint himself with such particulars.

3 GUARANTEE FOR THE MAIN ENGINES AND EQUIPMENTS SUPPLIED

The contractor will be required to obtain and furnish a guarantee for the main engines and auxiliaries, machineries fitted on the vessel to the effect that General spares suppliers will be in a position to supply the spare parts of the engines and other machineries and the spares will continue to be available from the stock for a period of at least **seven years** from the date of the receipt of the machineries and equipment.

4 MISTAKE IN DRAWINGS:

The contractor will be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Owner or not, provided that such discrepancies, error or omission be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Owner. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

5 VARIATIONS (i.e. MODIFICATIONS) IN DESIGN AND DIMENSION:

Should any alterations in or additions to the works as specified in the said specifications not involving extra cost to the Contractor be considered necessary or expedient by the Contract or by the owner or the Inspecting Owner or Officer and be mutually agreed on in the writing the Contractor shall execute the same without any charge beyond the Contract Price. But if the owner shall desire any alteration or additions involving extra cost to the contractor before executing the same shall tender to the owner a written offer stating the nature and cost of such alterations or additions and the extension of time if any required for making them and if the owner shall accept the said offer and allow such extension of time in writing the Contractor shall be bound to execute the work. No extra work shall be executed by the Contractor or if executed shall be paid for to the Contractor except such as may be embraced in such offer and acceptance. The Contractor shall allow the owner the value as shall be mutually agreed in writing or any materials and value as shall be mutually agreed in writing or any material and workmanship dispensed with by any such alterations or additions.

Provided that no such variations shall except with the instructions from the Inspector as to carry out the work which either then or later will in the opinion of the contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible after receipt of instructions aforesaid advice the Inspector to that effect.

6 APPROVAL OF DRAWINGS AND EQUIPMENT WITH CONSENT OF OWNER

The detailed drawings so prepared from the general arrangement drawing should be got approved from owner or his authorised officer/agency. Approved statutory body/Classification Society will give approval of all construction drawings. However, other drawings such as General Arrangement, Machinery layout, system control drawings and particular of all equipment to be installed shall be forwarded to owner or his authorized Officer for his approval. Copies of all drawings to be sent to the owner, IWAI will be the Owner of such design and drawings of the dredgers.

Before ordering any equipment, materials and outfit of any description for the works, the contractor shall submit for the approval of the Owner or his authorised representative/consultant, the names of the makers and suppliers proposed and any other detail required by the Owner or his authorised representative/consultant and seek their approval prior to ordering.

7 CONTRACTOR TO CONSTRUCT, EQUIP, TEST AND DELIVER THE DREDGERS.

Subject to and in accordance with the provisions of the Contract, the Contractor shall in the best and most workman like manner and with material, thing and workmanship respectively of the best kinds build, equip and test to the satisfaction of the Owner and deliver to the representative in the condition provided by this Contract, the dredgers of the description dimensions containing the accommodation and supplied with all apparatus, permanent and temporary fittings, outfit and gear and the spare gear mentioned and described in or to be informed from the modifications hereto attached and from the specifications furnished by the Contractor and accepted by him (Owner) for the purposes of this Contract, both of which hereinafter called the said specifications hereto attached and from the plan or plans which have for purposes of identification been signed on behalf of the Owner and by the Contractor and shall supply and deliver as hereinafter mentioned the spare parts as specified in all respects with this contract, the said specifications and the said plans, supplementary drawing, instructions and explanations as shall from time to time hereinafter be furnished and given by the contractor to and be approved by the Owner the contractor shall also in manner aforesaid when requested by the Owner supply further drawings and execute supply and complete to the satisfaction of the Owner all other works, materials and thing mentioned and described in or to be inferred from the said specifications and the said drawings furnished and given to and approved by the Owner shall provide to the satisfaction of the Owner, labour, superintendence, power, materials and things which shall be requisite for the due performance, execution and completion of all and every work, matters and thing hereby contracted to be executed and done.

8 Contractor to include execution and supply of all work matters and things required by Owner for due performance of Contract:

This contract shall be deemed to comprise the design of Amphibian Dredgers, construction, testing, installation of the equipment/machineries and delivery complete in working order in all respects of the dredgers together with the equipment and all other things to be supplied in connection therewith and the due performance, execution and completion of all works, matters and thing necessary or proper for such construction, installation of equipment/machineries and delivery at the price hereinafter mentioned and accordingly the Contractor shall execute all works and find and supply all things which the Owner or the inspecting Owner or officer shall consider necessary proper according to the direction of the Owner or inspecting authority or officer and to their satisfaction according to the true intent and meaning of this Contract and not withstanding that any such work or things respectively may not be expressly mentioned for referred to in the said specification and the said plans and the Contractor shall not be entitled to any payment or allowance whatsoever in respect thereof unless such payment or allowance is, in

the opinion of the Owner, occasioned on account of such modifications of the said Contract, as have been agreed to in writing by the Owner.

9 INSPECTION

(a) Obligation to carryout Inspector's instructions

The Contractor shall satisfy the Inspector that adequate provision has been made, (i) to carry out his instructions fully and with promptitude (ii) to ensure that parts required to be inspected before use are not used before inspection; and (iii) to prevent rejected parts being used in errors. Where parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approved before being used in the work.

(b) Inspection and testing during progress of work:

The Contractor shall offer the Owner or the Inspecting authority or Officer all proper and reasonable facilities for examining inspecting and testing the materials, machinery and workmanship used or intended to be used or employed during the progress of the construction and installation of equipment of the vessel and on completion thereof shall also supply free of charge such apparatus, materials, tools or labour as may be required from time to time for the purpose of such examinations, inspections and testing. The Owner, the Inspecting authority or officer shall have access to the place or places where any part of the machinery or equipment is being constructed or is stored at all reasonable times during the execution of this Contract and in case any part of the work shall have been covered or closed without previous inspection the Contractor shall if required open such part or parts wherever necessary to enable the Owner or Inspecting authority or Officer to inspect the part so opened up at the expense of the Contractor.

(c) Intimation for Inspection & Cost involved

The Contractor shall inform the Inspector in writing when any portion of the work is ready for inspection, giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work. No portion of the work shall be considered completed in accordance with the terms of the contract until the Inspector shall have certified in writing that it has been inspected, and approved by him. The expense incurred in the inspection and / or tests at the place agreed upon the contract will be defrayed by the owner, provides that the results are the event of inspection and or tests providing unsatisfactory and resulting in the non-acceptance of the plan/structure or any portion thereof, the cost of such re-inspection and / or tests shall be borne by the contractor.

10 Replacement of defective work, material and fittings

All materials, machinery and workmanship used and employed in carrying out this Contract shall be to the entire satisfaction of the Owner or the Inspecting Owner or Officer. Any portion or portions of the material, machinery or any of the works done under this Contract which may be considered by the Owner or the Inspecting Owner or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the vessel shall be replaced in a manner satisfactory to the Owner or the Inspecting Owner or Officer at the sole expense of the Contractors

If the Inspector shall find any work to be not in accordance with the contract, he shall be entitled to give the Contractor notice thereof and the Contractor shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time (as to which the Inspector shall be the judge), the owner may reject and replace at the cost of the contractor the whole or any portion of the work as the case may be, which is defective or fails to fulfil the requirement or the contract. Such replacement shall be carried out by the Owner within a reasonable time to the same specifications and under competitive conditions. The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the owner, of the extra cost, if any, of such replacement delivered and / or constructed as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the Owner, under the provisions above mentioned, for such replacement and the contract price for the work so replaced, and the repayment of any sum paid by the owner to the Contractor in respect of such defective work. Should the Owner not so replace the rejected work within reasonable time, the Contractor's full and extra liability under this clause shall be satisfied by the repaying of all money paid by the Owner to him in respect of such work.

11 TRIALS

Forthwith after the completion of the vessel in strict conformity with the Technical specifications under this contract the vessel shall undergo, in the presence of the Owner and the Inspecting Owner or Officer or their representative trials near the yards of construction or any other places as mutually agreed upon in accordance with the provisions of the specifications and as directed by the Owner or the Inspecting Owner or Officer.

The said trials shall be at the sole expenses and risk of the Contractor who shall pay and discharge all costs and bear all liabilities whatever arising out of the same. The contractor shall supply all crew and officers, fuel, gear and equipment required for the trials, all at his own expenses and shall also be responsible for all risks to the vessel(s) and other craft or to any person or property during the continuance of such trials and make good any damage which may arise in consequence thereof and

indemnify the owner and his Officers / and servants therefrom and from all claims, action, suits and proceedings and all costs, charges and expenses in respect thereof or in any way arising there out or incidental thereto. Provided that all claims in respect of the owner shall meet the employee's representatives of the Owner.

12 DELIVERY

(a) Preparing for voyage and delivery

Immediately after completion of satisfactory trials the Contractor shall proceed to make the Dredgers ready for the delivery at specified destination and shall thereupon deliver the dredgers or cause the same to be delivered in a proper and seaman like manner at their own risk at the said specified destination and deliver the same in the charge of the representative in such suitable place and position as may be indicated by him complete with all necessary certificates and licences and in a good, complete and satisfactory condition of repair, fair wear and tear, consequent on the voyage accepted and with all stores and equipment in the specification mentioned or herein provided for on board, any damages incurred (other than fair wear and tear) or defects discovered during such navigation being made good by the Contractor at his own expenses prior to such last mentioned delivery. A sufficient crew and all engines and other necessary and usual stores and equipment are to be provided for the delivery by the Contractor and all costs and charges of every description in connection with the delivery are to be borne by the Contractor and all dock, canal and harbour dues and charges are to be paid by him.

The contractor shall comply with all Ministry of Shipping Rules, if any, and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone where by the cost of insurance premium is increased. Should the cost of insurance be in any way increased by the failure of the contractor to meet such requirements, any such increased cost shall be borne by the contractor.

(b) Spare Parts

The spare parts as per manufacturer's recommendation for 500 hrs. of operation are to be supplied for major machineries and equipment without extra cost along with the dredgers and accordingly the cost is to be including in the bid.

A list of the spare parts of major machineries and equipment to include Main Engines, Auxiliary Engines, dredge pumps, Crane, Anchor Handling Winch etc. as in the technical specification clause no. 15 shall be submitted with price, terms & conditions if any for placement of supply order separately. However, the spare parts are to be supplied along with the dredger. The above cost shall not be considered for the evaluation of the financial bids.

Should it be necessary for the Contractor to send any of the spare parts by the separate means, the contractor shall be responsible for the cost of delivery and also for the proper packing, storage and protection whilst on the board and for their subsequent reception and delivery to the representative.

(c) Provision as to Trials

As soon as the dredgers shall have been re-equipped and made ready for work to the satisfaction of the representative it shall then undergo such trial as their representative may require to demonstrate that neither the hull, machinery nor any other parts of the dredgers have been damaged during the delivery and that all are in good working order and that the dredgers is upto the standard required when working under local conditions. Any defect noticed during such trials shall be rectified by the Contractor to the satisfactory of the Owner / Inspector or the representative at the cost of the contractor.

(d) Dredgers to be at Contractor's risk until the issue of certificate of delivery

The said delivery and re-equipment of the dredgers at the specified destination shall be at the expense and risk of the contractor who shall pay and discharge all costs and liabilities thereof and connected therewith and shall continue to be responsible for the safety of the dredgers until the Owner or his representative shall have accepted delivery thereof as hereinafter mentioned. If any loss (whether total or otherwise) shall be sustained or incurred by the dredgers by any means or from any cause either during the delivery or before acceptance by the Owner then and in any such case the Contractor shall at his own expenses forthwith make good such loss subject in the case of total of constructive total loss to the provision of this contract.

(e) As to acceptance of delivery

When and as soon as the dredgers shall have been duly re-equipped and made ready for work in accordance with the specifications and shall be in a complete and satisfactory condition with their certificates, licences and outfits and spare gears enumerated in the specifications on board then the dredgers shall be delivered to the representative of Owner who shall thereupon give to the Contractor or to such other persons who may be appointed by the contractor to receive the certificates of such delivery and of the date thereof and the granting of such delivery and of the date thereof and the granting of such certificates shall along be evidence of the acceptance by the owner of the delivery and of the date thereof.

(f) Power for representative to dismantle and re-equip the dredgers in default of Contractor

If after the arrival of the dredgers at the specified destination the contractor shall fail to dismantle any equipment/machineries of the dredgers and re-equip and make them ready in all respects for work to the satisfaction of the representative or shall

in the opinion of the representative be carrying on such dismantling, re-equipment and making ready for work negligently, improperly or so slowly as to cause or be delayed then in any such case the representative on behalf of the Owner may without vitiating this Contract take the dredgers out of the possession of the Contractor and employ any persons or workmen upon such terms as he may think fit to dismantle and re-equip the dredgers and make them ready for work in accordance with the specifications and this Contract and to perform any of the other obligations of the contractor under this contract which shall remain to be performed and the contractor shall pay to owner such a sum as shall be certified in writing by the representative to represents to costs and expenses incurred by the owner or the representative by reason or in course of the exercise of any of the powers conferred on the representative under this clause or the owner may at his option deduct such sum from the contract price.

(g) Penalty for deficiency in speed of the dredgers

The contractor shall give full guarantee in every respect in accordance with the provisions of the specifications for the construction of the fully river worthy dredger constructed out of the best material of international shipbuilding quality and workmanship with good stability as also for faultless execution of work in all its details. The total contract price of the dredger shall have to be affected or changed, by reason of the actual speed, as determined by trial runs, in accordance with the specifications, being less than the guaranteed speed under the terms of the attached specifications, if the actual speed is less than three-tenth (3/10) of knot below the aforementioned guaranteed speed.

However, commencing with and including a decrease of three-tenth (3/10) of a knot in actual speed below the guaranteed speed of the dredger, the total contract price of the dredger shall be reduced for deficiency in speed as follows (but disregarding fractions of less than one-tenth (1/10), of knot):

For three-tenths (0.3) of a knot	1% of the basic cost of the dredger
For four-tenths (0.4) of a knot	3% of the basic cost of the dredger
For five-tenths (0.5) of a knot	10%of the basic cost of the dredger

If the deficiency in actual speed of the dredger upon said trial runs, is more than 0.5 knot below the guaranteed speed as provided herein above, and the builder is not able to rectify even by an extension of the delivery period, then the owner at his option may reject the dredger and rescind this contract or may accept the dredgers at a reduction in the price as may be agreed between the parties.

(h) Penalty for deficiency in draft of the dredger

The total contract price of the dredger has to be affected or changed by reason of the actual max. draft with full bunker, water, personnel and stores as determined by actual measurement in accordance with specification being more than that specified in the attached specifications if the actual draft is more than 25mm.

However, commencing with and including an increase of 25mm in actual draft the total contract price of the dredger shall be reduced for deficiency in draft as follows:

Up to 25 mm of draft: 2.5% of the basic cost of the dredger.

Up to 50mm of draft: 5% of the basic cost of the dredger.

If the actual draft of the dredger is more than 0.75 m and builder is not able to rectify even by an extension of delivery period, then the owner at his option may reject the dredger and rescind the contract or may accept the dredger at a reduction of the price as may be agreed between the parties.

(i) Penalty for dredging output.

For 3% less than allowable variation 1% of the basic cost of the dredger

For 5% less than allowable variation 3% of the basic cost of the dredger

For 10% less than allowable variation 10% of the basic cost of the dredger

13 Number of workmen and rate of progress to be increased on requisition of the Owner.

The contractor shall at all times during the progress of the construction and installation of equipment and machineries of the dredgers and subject to the limits of his control in the matter of labour employment and sufficient number of skilled workmen and labourers with necessary overlooks and proceed with the works hereby agreed to be executed (hereinafter referred to as the “workers with such despatch as in the opinion of the Owner or Inspecting Owner or Officer shall be necessary in order to secure the due completion of the dredgers within the time limit for that purpose by the contract and shall also at times during the progress of the works upon being required to do so by the Owner or the Inspecting Owner or officers hasten the rate of progress of the dredgers and of the work in accordance with any such requisition and to the satisfaction of the Owner or the Inspecting Owner or Officer PROVIDED ALWAYS that nothing herein contained nor anything done or omitted to be done by the Owner or the inspecting Owner or officer on behalf of owner in pursuance hereof shall be deemed to release the Contractor from or diminish or affect obligation to complete the dredgers within the limit by this Contract or their liability in respect thereof.

14 Defect Liability

In the event of any defect being discovered in any part of the dredgers, the machineries or equipment or fittings (which is not attributable to fair wear and tear of the dredgers nor to improper management on the part of the official staff of the dredgers **during a period of 12 calendar months from the date of the delivery certificate**, the Contractor shall supply to Owner or their representative at the specified destination new parts to replace any that may be proved to have been so defective or shall pay to Authority such sum as it would cost the Contractor to supply such parts for replacement from the Contractors works.' The cost of receiving any such defective parts and or fitting such parts in replacement thereof shall be borne by the Contractor or be adjusted as liquidated damages from the security deposits/payment of last instalment of the contract price to such amount as it would in the opinion of the Owner have cost the contractor if the removing and replacing had been done at their works. The contractor shall also be entitled to have any workmanship or material claimed to be defective inspected by a representative to be appointed by them for that purpose or should the Contractor so require, Owner shall be bound to consign to the Contractor at his works in and at the Contractors expenses the parts claimed by the Owner to be defective so that the contractor may have an opportunity of satisfying himself as to the defect complained of and also be in position to operate his relief if any against any sub-contractor in respect of such defective parts.

15 Registration of Vessels

The Contractor shall give all such builders and other certificates and documents and do such other acts and things as may be necessary or proper on his part for the registration of the dredgers in the name of the Owner to the representative or other agent of the Owner whom the Owner may appoint for that purpose. Failing this the Contractor must arrange for the dredgers to proceed to the specified destination under a "Pass" from the appropriate authorities at any port and all fines payment or penalties which may become payable by the Owner, the representative of the said agent by reason of any defect in such registration or during the delivery of the dredgers to the specified destination shall be paid by the Contractor or may be deducted from the money payable to him under this contract and he shall indemnify the Owner, the representative and the said agent respectively there from and from all claims, actions, suits and proceeding and all costs, charges and expenses in respect thereof.

16 Insurance

The Contractor shall at his own cost fully insure and keep insured in the joint names of the Owner and the Contractor the dredgers and the machineries, materials and thing used or intended for use in the construction and outfit thereof. Hull insurance and machinery insurance may be done by the Builder but the insurance cover should

cover the effected payment as well as the extent of work completed. The contractor is also to keep insured the value of any modifications, additions and spare parts as may be agreed upon from time to time during the construction of the dredgers.

The Policy/Policies shall be effected with reputable Insurance Company approved by the Govt. and shall comprise insurance against fire, launching and all other risks, accidents and damages excluding War Risk which for the time being can be covered by insurance during and after the construction of the dredgers and while she remains in the harbour or the yard of construction or when engaged on or in connection with any trials made under this Contract as well as the perils of the river and all other risk of every kind including War Risk so far as they are insurable, or whilst lying therein or on a slipway or in a dry dock or being tried near thereto previous to being accepted by Owner and the Contractor shall from time to time (if from any cause the dredgers shall not be delivered to and accepted by the Owner during the term of such policies) renew and said insurance and pay and continue to pay all premium which shall become payable in respect of such insurance and within seven days from the date when such renewed insurance is effected or premium paid shall deliver to the Owner the policy or policies thereof and the receipts for such premium PROVIDED ALWAYS that in case of default by the Contractor to keep up the said insurance or to effect any such renewal insurance as aforesaid then the Owner if they shall think fit shall be at liberty to do so and thereupon the Contractor shall repay the owner the amount of the premium paid by them or the Owner shall be at liberty at his option to deduct the amount thereof from any sums payable to the Contractor under this contract PROVIDED ALSO that nothing wherein contained nor anything done or omitted to be done by the Owner in pursuance hereof shall be deemed to release the Contractor from diminish or affect his obligation to keep the dredgers machineries, materials and thing insured to the full amount of the value therefore from time to time in accordance herewith until her acceptance at the place of delivery mentioned in the Contract nor shall diminish or affect the liability of the Contractor in respect thereof. If any event shall happen giving rise to a claim under the insurance policy to be effected under this clause or if the dredgers shall become a total or constructive total loss on the delivery to specified destination or after the arrival there and before the acceptance by the representative owing to perils of the river of other risks insurance so far as they are insurable to be effected for the delivery at the specified destination the Owner without prejudice to the rights to have this contract performed within such extended time and at such price as may be mutually agreed and failing agreement determined by the Owner shall give the money which shall become payable under whichever of the said policies the claim shall arise and retain the same paying the contractor the difference between the aggregate of such sums as they may have previously paid the contractor under this contract and such total amount as the Owner may certify would have been payable to the contractor if this contract had been terminated.

SECTION-IX: ANNEXES

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Chairperson

Inland waterways Authority of India

Ministry of Shipping, Govt. of India

A-13, Sector-1,

Noida(U.P.) Pin- 201301

In consideration of the (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Contractor**”) as a follow up to the Letter of Award no.....dated..... issued by the Employer for **Procurement of 8 Nos Amphibian Dredgers**, on production of Performance security in the form of Bank Guarantee for INR (Rupees..... only), at the request of **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees.....only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of

Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR (Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2026
for

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation Code No.

Name of the bank and Branch. (SEAL)

ANNEX - II: AGREEMENT FORM

(To be executed on non-judicial stamp paper of Rs. 100 and signed by the Bidder and the same is to be signed by Authorized Signatory on behalf of IWAI)

Procurement of 8 Nos Amphibian Dredgers

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA AND

CONTRACTING FIRM

This agreement made on this..... day of 20..... between Inland Waterways Authority of India, A-13, Sector-1, Noida (U.P.)-201301. (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 M/S..... having its office at (Hereinafter called “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 **Procurement of 8 Nos Amphibian Dredgers**, as per the work Order No. Datedin accordance with the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONTRACTING FIRM has agreed to undertake the Design, Construction, supply, Testing and Commissioning of vessels listed under **Procurement of 8 Nos Amphibian Dredgers** 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

The Contractor shall undertake the **Procurement of 8 Nos Amphibian Dredgers**, as per the work Order No..... dated in accordance with the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contact
- d) Schedule of the price bid
- e) Agreement form

- f) Technical Bid No. with Date.
- g) Addendums/Corrigendum's
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)

In WITNESS whereof the IWAI has caused Shri on their behalf to hereunto set his hand and the Contractor has caused Shri.....on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

- 1)
- 2)

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

Witnesses of Contractor

- 1)
- 2)

ANNEX -III: DETAILS OF BANK ACCOUNT

FOR RELEASE OF PAYMENT THROUGH

ELECTRONIC FUND TRANSFER SYSTEM

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

NAME OF THE PROJECT: _____

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

Bank Account Number :

RTGS/NEFT/IFSC CODE :

NAME OF THE BANK :

ADDRESS OF THE BRANCH :

OF THE BANK

BRANCH CODE :

ACCOUNT TYPE

(SAVING/CURRENT/OTHERS) :

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.

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

Signature of Authorized Signatory
Name & Designation

Date:

Place:

ANNEX-IV: BANK CERTIFICATION

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

Authorized Signatory

Authorization

Date:

No. _____

Name: _____

Official Seal/Stamp

ANNEX-V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:

Chief Engineer (NW-1),
Inland Waterways Authority of India (IWAI),
A-13, Sector-1,
Noida (U.P.)-201301

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IWAI/WB/NW-1/14/19/2014-Part1

Name of Tender/Work: - Procurement of 8 Nos Amphibian Dredgers

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned "Tender/Work" from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/appas> per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc..), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting (if any) and/ or corrigendum(s) (if any) issued from time to time by your department/organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above-mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / Entirety.
5. In case any provisions of this Tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully
(Signature of the Bidder, with Official)

ANNEX-VI: BANK GUARANTEE FORM FOR EMD

Chief Engineer (NW-1),
Inland Waterways Authority of India (IWAI),
A-13, Sector-1,
Noida (U.P.)-201301

WHEREAS _____ (Name of Tenderer)
(hereinafter called the Tenderers) wishes to submit his tender for work of _____ in the
state/s of _____ herein called “the Tender”

KNOW ALL PEOPLE by these present that we _____ (Name of Bank)

Of _____ (Name of country) having our registered office at
(_____) (hereinafter called the “Bank”) are bound unto the Inland
Waterways Authority of India (hereinafter called “the Owner”) in the sum of the Rs.
_____ (Rupees _____) *for
which payment can truly be made to the said Owner. The Bank bind themselves, their
successors and assigns by these presents with the common seal of the Bank this day
_____ of 2026 and undertake to pay the amount of _____ Rs.
_____ to the employer upon receipt of this written demand without the employer
having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form
of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during
the period of tender validity fails or refuses to execute the Agreement Form in accordance with
the instructions to bidders or fails or refuses to furnish the Performance Security, in accordance
with the Instruction to Bidders.

We undertake to pay Owner up to the above amount upon receipt of his written demand,
without the Owner having to substantiate his demand, provided that in his demand the
Employer will note that the amount claimed by him is due to his owing to the occurrence of
any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to eight months or more beyond the last date of receipt
of bids or as it may be extended by the Employer, at any time prior to the closing date for
submission of the Tender. Any demand in respect of this guarantee should reach the Bank not
later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

ANNEX-VII: LETTER OF CONSENT

(To be filled up by Sub-contractor and submitted in Enclosure II of this tender document)

Sub-contractor's Name: [insert full name]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Tender No. and title: [insert Tender number and title]

Dear Sir,

The invitation for tendering for [inserts name of work] has been called by [insert name of employer].

In this regard, this is an undertaking that [insert name of Sub-contracting firm] having its office at [insert address of the Sub-contracting firm] is willing to participate as sub-contractor for [insert brief work details for which sub-contractor will provide services] with [insert name of applicant] for this project and we are submitting our relevant experience client certificates for the same.

[Insert name, signature, and seal of authorized representative of the Sub-contractor]

ANNEX-VIII: INTEGRITY AGREEMENT

(To be executed on non-judicial stamp paper of Rs. 100 and signed by the Bidder and the same is to be signed by Authorized Signatory on behalf of IWAI)

This Integrity Agreement is made at on thisday of 2026

BETWEEN

Chairperson, Inland Waterways Authority of India represented through the Chief Engineer (NW-1), A-13, Sector-1, Noida (U.P.)-201301, IWAI, (Hereinafter referred as the Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Design, Construction, supply, Testing and Commissioning of works **Procurement of 8 Nos Amphibian Dredgers.**

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days" notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors

- 1) The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- 3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Employer.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Date :