



অসম চৰকাৰ

আভ্যন্তৰীণ জল পৰিবহন, অসম

GOVERNMENT OF ASSAM

OFFICE OF THE DIRECTOR:: INLAND WATER TRANSPORT (IWT), ASSAM

ULUBARI, GUWAHATI-781007

Website: <http://iwtdirectorate.assam.gov.in> Telephone no-0361-2526421 E-mail: diwtassam@gmail.com

TENDER DOCUMENT

**DESIGN, CONSTRUCTION, SUPPLY, TESTING & COMMISSIONING
OF FRP CATAMARAN FOR RIVER TAXI SERVICE ON THE RIVER
BRAHMAPUTRA, AT GUWAHATI**

Tender No: DWT(T)-56/2017-18/88 dtd. 15th May,2018

MAY,2018

Director

Inland Water Transport, Assam

Ulubari, Guwahati-7



অসম চৰকাৰ

আভ্যন্তৰীণ জল পৰিবহন, অসম

GOVERNMENT OF ASSAM

OFFICE OF THE DIRECTOR:: INLAND WATER TRANSPORT (IWT), ASSAM,

ULUBARI, GUWAHATI-781007

Website: <http://iwtdirectorate.assam.gov.in> Telephone 0361-2526421 E-mail: diwtassam@gmail.com

NIT FOR PUBLICATION

Tender No-DWT(T)-56/2017-18/88

The Directorate of Inland Water Transport, Govt. of Assam invites Request for Proposal (RFP) in two bid system from reputed manufacturers or authorized suppliers for Design, Construction, Supply, Testing & Commissioning of FRP Catamaran for River Taxi service on the river Brahmaputra, at Guwahati. Interested parties engaged in relevant business are eligible to submit their proposal. Complete RFP document shall be available on website of IWT, Assam <http://iwtdirectorate.assam.gov.in> and www.assamtenders.gov.in Intending tenderers are required to register at portal of **e-tender** of the Assam Govt. www.assamtenders.gov.in and participate through the online tender portal only.

1.	Date of downloading tenders	22.05.2018 to 11.06.2018
2.	Last date and time of submission of Tender	15.06.2018. (1500 hours)
3.	Date and time of opening of tender	15.06.2018. (1530 hours)

Director

**Inland Water Transport, Assam
Ulubari, Guwahati-7**

Memo No. . DWT(T) 56/2017-18/88-A

Dated, Guwahati, the 15th May '2018

Copy to :-

1. The Commissioner & Secretary to the Govt. of Assam, Transport Department Dispur, Guwahati-6 for favour of kind information
2. The Director of Information and Public Relation, Government of Assam, Dispur, Guwahati-6 for arranging publication of the above notification in leading daily English and Assamese News Papers of Assam (Preferably in The Assam Tribune, The Telegraph etc.). 10(ten) copies of Notice are enclosed herewith for favour of his information and necessary action.
3. The Superintendent, Assam Govt. Press, Bamunimaidam, Guwahati-21 for publication of the above Notice.
4. The Joint Director, IWT Directorate Assam, Guwahati-7 for information.
5. The Executive Engineer, IWT Division, Guwahati/Dibrugarh/Silchar for information.
6. Office Notice Board.
7. M/s

(B.B.Dev Choudhury)
Director, IWT Assam
Ulubari, Guwahati-7

INDEX

SL NO	DESCRIPTION	PAGE NO
SECTION-I	Notice Inviting E-Tender (NIT)	4 to 6
Section-II	Instruction To Bidders (ITB) including Instruction to the Contractors / Bidders for the e-submission of the bids online through the Public Procurement Portal for E-procurement of Govt. of Assam:	7 to 15
SECTION III	General Conditions Of Contract	16 to 30
SECTION-IV	Special Conditions Of Contract	31 to 39
SECTION-V	Technical Specifications	40 to 47
	Price Bid and Cost Schedule	48 to 49
SECTION-VI	Forms	50 to 56



অসম চৰকাৰ

আভ্যন্তৰীণ জল পৰিবহন, অসম

GOVERNMENT OF ASSAM

OFFICE OF THE DIRECTOR:: INLAND WATER TRANSPORT (IWT), ASSAM

ULUBARI, GUWAHATI-781007

Website: <http://iwtdirectorate.assam.gov.in> Telephone no-0361-2526421 E-mail: diwtassam@gmail.com

SECTION-I

NOTICE INVITING E-TENDER

The Directorate, Inland Water Transport (IWT), Govt. of Assam hereby invites online tenders/bids (Technical and Financial Bid) from reputed manufacturers or authorized suppliers for Design, Construction, Supply, Testing & Commissioning of FRP Catamaran for River Taxi service on the river Brahmaputra, at Guwahati as per details given below. Intending tenderers are required to register at portal of e-tender of the Assam Govt. www.assamtenders.gov.in and participate through the online tender portal only.

S.No.	Description	Approved Project cost	Bid Security (EMD) (Rs. in lakh)	Time of completion
1	Design, Construction, Supply, Testing & Commissioning of FRP Catamaran for River Taxi service on the river Brahmaputra, at Guwahati. (a) 40 pax capacity 2 (Two) nos.	Rs. 250.00 Lakh	Rs.2.50 lakh (Rupees two lakh fifty thousand) only	210 days

TERMS & CONDITIONS

Interested bidders may download the bid document from IWT's website <http://iwtdirectorate.assam.gov.in> and Assam Govt. e-tender portal www.assamtenders.gov.in as per the schedule as given in Critical Date Sheet as under-

Critical dates:

Publishing Date	15.05.2018
Document Download/Sale Start Date	22.05.2018
Document Download/Sale End Date	11.06.2018
Seek Clarification Start Date	22.05.2018
Seek Clarification End Date	05.06.2018
Pre bid meeting	07.06.2018 (4:00 PM to 5:00 PM)
Bid Submission Start Date	12.06.2018
Bid Submission Closing Date	15.06.2018 (3:00 PM)
Bid Opening Date	15.06.2018 (3:30 PM)

Applicant submitting the downloaded version would need to pay the cost of tender document/bid along with the hard copy of Technical Bid through Demand Draft of any Nationalized Bank amounting to Rs.1000/- (Rupees one thousand) only drawn in favor of "Director, Inland Water Transport, Assam" payable at Guwahati (Assam).

1. Tender document will be available on the aforesaid website from 22.05.2018 to 11.06.2018 between 10 00 hours to 17 00 hours (IST). A signed declaration stating that no alteration has been made in any form in the downloaded tender document/bid is to be enclosed with the tender by bidder for downloaded tenders. The amendment/clarification, if any, to the document will be available on the above website.
2. Tenderer shall agree to the terms & conditions of the tender and submit the tender online.
3. **Eligibility Criteria** : The eligibility criteria for the participation in the tender for above work shall be as follows:
 - a) The tenderer shall preferably be a single entity, but a JV (Joint Venture) Bid would be permitted provided it is limited to 2 parties where the 1st Party is an established FRP vessel manufacturer having all the necessary technical experience and having their own manufacturing facility for past 7 years or more. The Tendering Firm or the lead partner of the JV should be competent and have the experience in manufacturing vessels constructed in FRP-(PVC Foam/honeycomb).
 - b) Completed “**similar works**” in the last 7 years in which bids are invited fulfilling either of the following criteria:
 - i. Has successfully completed similar work for at least 1 no. Catamaran vessel of capacity of above 40 passengers from FRP-Composite materials that can cruise at or above 10 knots per hour.
 - OR
 - ii. Has successfully manufactured at least 3 nos. Catamaran vessels of seating capacity above 25 passengers from FRP-Composite materials that can cruise at or above 10 knots per hour.
 - c) **Similar Work**:-The similar nature of work may be considered as Design, manufacture, Supply & installation, Testing & Commissioning of FRP Catamaran.
 - d) The Tendering Firm or the lead partner of the JV-Bid should have an average annual turnover of not less than Rs.500.00 lakhs for the preceding 3 financial years. Audited C.A. certified copies of Balance sheets showing turnover, Profit & Loss account of the firm for the preceding financial 3 years (2016-17, 2015-16, 2014-15) should be submitted along with the tender document.
 - e) The Tendering Firm or the lead partner of the JV should provide a Solvency Certificate(s) from any Nationalized Bank (s) for an aggregate sum of not less than Rs.125 lakhs.
- 4) Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.

- 5) Tenders must be accompanied by Earnest Money Deposit of **Rs.2.50 lakhs (Rupees two lakh fifty thousand) only** in the form of Bank Guarantee / Fixed Deposit from any Nationalized Bank of India payable at Guwahati, Assam and drawn in favour of Director, Inland Water Transport, Assam.
- 6) Tenders must be delivered to the Directorate of Inland Water Transport (IWT), Ulubari, Guwahati-781007 on or before 3.00 p.m. on 15.06.2018. Late tenders will be rejected.
- i) The cover I of the tender containing the prequalification documents will be opened on the same day at 3:30 p.m. If the IWT office happened to be closed on the date of receipt of the tender as specified, the tender will be received and opened in the next working day at the same time and venue.



**Director IWT Assam
Guwahati-7**

Tender No: **DWT(T)-56/2017-18/88**

(SECTION-II)

Instruction To Bidders (ITB) including Instruction to the Contractors / Bidders for the e-submission of the bids online through the Public Procurement Portal for E-procurement of Govt. of Assam:

Intending tenderers are required to register at portal of e-tender of the Assam Govt. www.assamtenders.gov.in and participate through the online tender portal only.

A hard copy of the technical bid along with the original tender fees and EMD, exactly same as that of online submission are to be submitted to the office of the Director, Inland Water Transport, Assam before the Closing date and time of submission of the tender, i.e by 1500 hours of 15th June'2018. Financial/ Price bid is to be submitted online only.

- 1) Bidder should do the enrolment in the e-Procurement site of www.assamtenders.gov.in. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 2) If there are any clarifications needed, this may be obtained online thro' the email or during the pre-bid meeting if any. Bidder should take into account of the corrigendum published before submitting the bids online.
- 3) 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.
- 4) 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 PDF/xls/jpg/ formats.
- 5) If there are more than seven documents, they can be clubbed together and can be provided in the requested format.
- 6) Bidder should submit the Tender Fee/ EMD as specified in the tender. Earnest money shall be accepted in the form of Demand Draft/ Fixed Deposit of any Nationalized Bank pledged in favour of "Director, Inland Water Transport, Assam" to be submitted along with the hard copy of the tender (Envelop-I- Technical Bid) at office of the Director, Inland Water Transport, Assam, Ulubari, Guwahati-781007 before the closing time of the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 7) 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.

- 8) 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) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 10) For any queries, the bidders are requested to contact through the modes given below:



Director
Inland Water Transport, Assam
Ulubari, Guwahati-7
Website: <http://iwtdirectorate.assam.gov.in>
Telephone no-0361-2526421
E-mail: diwtassam@gmail.com

A. General Instructions

1. Scope of Bid

- 1.1 Owner (Director, IWT, Assam) invites online bids for “**Design, Construction, Supply, Testing & Commissioning of FRP Catamaran for River Taxi Service on the River Brahmaputra, at Guwahati**” as described in these documents and referred to as “the works”. The bidder at their own cost can submit their bid towards the work.
- 1.2 The successful bidder will be expected to complete the works within stipulated time.
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of funds

- 2.1 The expenditure of this project will be met by Inland Water Transport, Govt. of Assam (IWT Assam) under approved budget provision of Assam State Capital budget component under SOPD-G.

3. Eligible Bidders

- 3.1. This Invitation for online Bids is open to those Tenderers who satisfy the pre-qualification as per the conditions given in the Tender Notice.
- 3.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

- 4.1. This invitation for online bids is open to all contractors meeting the eligible qualifications as described in this document.

5. Documents Comprising the Cover-I (Prequalification & Technical)

5.1 All bidders shall include the scanned copy of following information and documents with their bids online.

- (a) Bidding documents downloaded from the website <http://iwtdirectorate.assam.gov.in> and www.assamtenders.gov.in
- (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bid. Also the scanned affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief must be uploaded. (The original affidavit is to be deposited in the office along with the Hard copy of the Tender Document in Technical Bid Part (Envelop-1) before the bid submission closing date).
- (c) Documentary evidence to prove the pre-qualification criteria. Work orders, Completion certificates with satisfactory performance certificates from clients etc. to establish professional experience of similar work and monetary value of similar works performed for each of the last seven years.
- (d) Proof establishing their experience in the line of manufacturing FRP vessels and proof of own manufacturing yard.

- (e) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past three years. CA certified copies of Audited Balance sheet and ITR of last three financial years.
- (f) PAN card details, GST Registration Certificate and proof of financial solvency of not less than **Rs.125 lakh**. Evidence of adequacy of working capital for this contract. Also scan copy of the bank instrument to be deposited as EMD and Tender fee.
- (g) **The Technical Tender** comprising of Preliminary drawing of the Water Taxi and detailed specification of all components including material of construction and its make in accordance with the requirements specified. A scanned copy of the Program and Method Statement/ Work Plan and the Activity Schedule for the entire work.

B. Bidding Documents

1. Content of Bidding Documents

1.1 The Tender Documents contain:

- (a) Notice inviting tender
- (b) Instructions to Tenderers
- (c) General Conditions of Contract
- (d) Special Conditions of Contract
- (e) Technical specifications
- (f) Forms of Bid

1.2 The Tenderer is expected to examine all instructions, forms, terms and conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender that is not substantially responsive to the Tender Documents in all respect, will result in the rejection of their Tender.

2. Clarification of Bidding Documents

2.1 A prospective Bidder requiring any clarification of the bidding documents may notify the owner by email or in writing at the owner's address indicated in the Notice Inviting Tenders.

2.2 If a pre-bid meeting is to be held, the bidder or his official representative is invited to attend it. Its date, time and address are given in the Terms & Conditions of Notice Inviting Tender.

3. Amendment Of Tender Documents

3.1 At any time prior to the deadline for submission of Tenders, the client may, for any reason, modify the Tender Documents by an amendment.

3.2 The amendment will be notified in the e-tendering portal to all prospective Tenderers who have received the Tender Documents and will be binding on them. The amendment shall be duly signed by the authorized signatory and enclosed in Cover I – Pre-qualification and Technical Bid.

C. Preparation of Tenders

1. Language of Tender

- 1.1 The Tender and all correspondence and documents relating to the Tender shall be in the English language only.

2. Price Tender

- 2.1 The Tenderer shall complete the Form for Price bid furnished in the Tender Documents. Tenderers should prepare their bid strictly according to this format, filling in all the blank spaces. Price quoted should be inclusive of all taxes, duties, cess etc.
- 2.2 Prices quoted by the Tenderer shall be fixed and firm during the Tenderer's performance of the Contract and shall not be subject to any escalation on any account. A Tender submitted with an adjustable Price quotation and Tender with conditions is liable for rejection. The decision of the Client will be final in this regard.
- 2.3 The intending Tenderers shall be deemed to have studied the Tender papers, studied the site conditions, availability of labour, transportation problems, unloading procedures, if any, and the locality of the work, facilities available and has taken into account all aspects affecting the execution of contract, before submitting the Tender.

3. Tender Currencies

- 3.1 For all goods and services covered in this Tender Document, Prices shall be quoted in Indian Rupees only.

4. Bid Validity

- 4.1 Bids shall remain valid for a period of 120 days after the deadline date for bid submission.

5. Earnest Money Deposit (EMD)

- 5.1 The Tenderer shall furnish as part of their Tender, EMD as specified in the Tender Notice.
- 5.2 Any Tender not accompanied by EMD will be rejected by the client as non-responsive.
- 5.3 No interest shall be paid by the client on the EMD deposited by the Tenderer.
- 5.4 Unsuccessful Tenderer's EMD will be returned as promptly as possible, but not later than 30 days after the expiration of the period of Tender validity prescribed by the client.
- 5.5 The successful Tenderer's EMD will be discharged upon the Tenderer executing the Contract, and furnishing the Performance Guarantee.
- 5.6 The EMD may be forfeited:
 - (a) If a Tenderer withdraws their Tender during the period of validity.
 - (b) In the case of the successful Tenderer fails:
 - i) to sign the Contract agreement or
 - ii) to furnish Performance security as mentioned in the Tender.

6. Format and Signing Of Tender

- 6.1 The Bidder shall submit online bid comprising of the documents as described in Clause 5 of A. General Instructions and other documents as specified in the tender.
- 6.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 6.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

D. Submission of bids

1. Online submission of Bids

The Bidder shall submit online bids only. (One hard copy of the Technical Bid along with the original tender fee and EMD, exactly same of that the online submission is to be submitted to the office of the Director, Inland Water Transport, Assam Ulubari, Guwahati-7 prior to the closing time of the tender as Cover –I –Prequalification + Technical bid.)

2. Deadline For Submission Of Tenders

- 2.1 Complete online Bids (including Technical and Financial) must be received by the bid submission closing date and time.

3. Modification and Withdrawal of Bids

- 3.1 Bidders may modify or withdraw their bids online before the deadline.
- 3.2 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause C.4.1 above shall result in the forfeiture of the Bid security pursuant to Clause 5 of C Preparation of tender.

E. Bid Opening And Evaluation

1. Bid Opening

- 1.1 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 the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clauses shall be opened on a subsequent date, which will be notified to such bidders.
- 1.2. The Owner will open the online "Technical Bid" of all the bids received , including modifications of Technical Bid made pursuant to Clause D.3 above in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.
- 1.3. After the opening of the technical bids their evaluation will be taken up with respect to prequalification and technical information.
- 1.4. The Owner shall inform the bidders, whose technical bids are found responsive, 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.

2. Clarification of Bids and Contacting the Owner

- 2.1. No Tenderer shall contact the Client on any matter relating to their Tender, from the time of the Tender opening to the time the Contract is awarded.
- 2.2. Any effort by a Tenderer to influence the client in the Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of their Tender.

3. Examination of Bids and Determination of Responsiveness

- 3.1. During the detailed evaluation of “Technical Bids”, the Owner will first determine whether each Bid
 - (a) meets the eligibility criteria defined in Clauses 3,4 and 5 of A.General Instruction.
 - (b) has been properly signed;
 - (c) is accompanied by the required securities; and
 - (d) is responsive to the requirements of the bidding documents.
- 3.2. After the above process is completed the technical specification/offer of the responsive bidders will be examined with respect to technical specifications provided in the tender document, clarifications, if any, at this stage in respect of the technical parameters offered by the bidder will be sought from the bidders. Thereafter, the bids, which conform, to the terms, conditions, and specifications of the bidding documents, without material deviation or reservation will be considered as responsive for evaluation.

4. Evaluation of Bids

- 4.1. Selection of the bidder be based on technical and financial evaluation.
- 4.2. Verification of the facts furnished by the bidders may be made by the owner by visiting the establishment of the bidders prior to finalizing the technical evaluation.
- 4.3. If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.
- 4.4. The evaluation would consist of following phases
 - Phase I: Evaluation of Eligibility Criteria and Technical Bids.
 - Phase II: Evaluation of Financial Bids.

Phase I: Evaluation of Eligibility Criteria and Technical Bids:

In this part the Agency will be evaluated for the fulfillment of the conditions specified in the Eligibility Criteria under Clause 3 of the NIT and clause 5 of the ITB. However, the purchaser may waive any minor infirmity or non-conformity or irregularity in the bid, which does not constitute a material deviation.

The technical bid will be analyzed and evaluated on:

- Experience of the Firm
- Technical Specification

Phase II: Evaluation of Financial Bids.

1. The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which
 - (a) Meet the qualification criteria specified.
 - (b) Are properly signed; and
 - (c) Conform to the terms and conditions, specifications and drawings without material deviations.

F. Award of Contract

1. Award Criteria

The Employer will award the contract to the bidder

- a) Whose quotation has been determined to be substantially responsive and
- b) Who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

2. Owner's Right to accept any Bid and to reject any or all Bids.

The Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

3. Notification of Award and Signing of Agreement.

- 3.1 The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period by confirmed by registered letter. This letter, "Letter of Award", will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 3.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security.
- 3.3 The Agreement will incorporate all agreements between the Owner and the successful Bidder. It will be signed by the Owner and the successful Bidder after the performance security is furnished and within 10 days of issuance of Letter of Acceptance.
- 3.4 Upon the furnishing by the successful Bidder of the Performance Security, the other Bidders will be informed that their Bids have been unsuccessful.

4. Performance Security

- 4.1 Within 10 (ten) days after receipt of the Letter of Award, the successful Bidder shall deliver to the Owner a Performance Security of 10% (ten) percent of the Contract Price, which shall cover a period of 28 days extra after the expiry of defect liability period of 24 months.
- 4.2 The performance security shall be either in the form of a Bank Guarantee in the name of the Owner or in the form of Fixed Deposit of any Indian Nationalized Bank endorsed/pledged in favour of Director, Inland Water Transport, Assam.
- 4.3 Failure of the successful bidder to comply with the requirement of sub-clause 4.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.
- 4.4 The Performance Security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the

Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate and such security shall be returned to the Contractor on covering a period of 28 days extra of the completion of the said Defects Liability period and Certification thereof. In case the extension of time for completion, the contractor shall get the validity of the performance guarantee extended to cover such extension of time of the work.

- 4.5 In case of delay in the progress of work, the Employer/Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Employer/ Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the Performance security / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 4.6 In case the contractor fails to commence the works or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWT at its own discretion may en-cash the Bank Guarantee furnished as performance guarantee.

5. Advances

There is no scope of mobilization advance for this scheme.

6. Corrupt or Fraudulent Practices

- 6.1 The Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with Inland Water Transport, Assam and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 6.2 The Owner requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

7. Delivery

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until the completion of delivery in full at specified location within Guwahati (Assam). The Schedule of delivery shall be the essence of the contract.

SECTION III

GENERAL CONDITIONS OF CONTRACT

SCOPE OF CONTRACT

This Contract pertains to Design, Construction, Supply, Testing & Commissioning of FRP Catamaran for River Taxi service on the river Brahmaputra, at Guwahati.

GENERAL PROVISIONS

1.1 Definitions

1.1.1	Employer/Owner	Employer/Owner means the Director, Inland Water Transport, Assam and his successors.
1.1.2	Authority/Department/IWT/Owner/Client	“Authority/IWT/Department/Owner/Client” shall mean the Inland Water Transport, Assam, which invites tenders on behalf of the Director, IWT, Assam and includes therein-legal representatives, successors and assigns.
1.1.3	Director	Director means Director of Inland Water Transport, Assam.
1.1.4	Classification Society	A classification society is a non-governmental organization that establishes and maintains technical standards for the construction and operation of ships, boats, offshore structures, etc like Indian Register of Shipping(IRS)
1.1.5	Contractor	Contractor means the successful Bidder who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the Contractor’s successors, executors, representatives approved by the Director IWT/ Engineer-in-charge.
1.1.6	Contractor's Representative	"Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor, who acts on behalf of the Contractor.
1.1.7	Employer's Personnel	"Employer's Personnel" means the Engineer, the assistants and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.
1.1.8	Contractor's Personnel	"Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the works.
1.1.9	Engineer-In-Charge	Engineer-In-Charge (EIC) or Engineer means the Employers personnel authorized to direct, supervise and be in-charge of the works on behalf of the Employer.
1.1.10	“Subcontractor”	“Subcontractor” means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted by the Contractor with the consent of the EIC and the legal successors in title to such person, but not any assignee of any such person.

1.1.11	"Contract"	"Contract" means the Contract Agreement, the Letter of Award, the Form of Tender, the Conditions (GCC & SCC), the ToR, the Specifications, the Drawings, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Award.
1.1.12	"Specification"	"Specification" means the technical specifications and special conditions of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
1.1.13	Time for Completion	"Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract.
1.1.14	Day	"Day" means a calendar day and "Year" means 365 days.
1.1.15	GCC	"GCC" means the General Conditions of Contract.
1.1.16	SCC	"SCC" means the Special Conditions of Contract.
1.1.17	Work Order	"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.
1.1.18	Letter of Award	"Letter of Award" means the formal letter issued by the employer to successful bidder to notify award of contract and shall specify including other terms and conditions, total contract price in consideration of execution & completion of works and the remedying of any defect therein by the contractor in accordance with the terms and conditions of the contract.
1.1.19	Tests on Completion	"Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the Employer.
1.1.20	Taking Over Certificate	"Taking-Over Certificate" means a certificate issued on total completion of work.
1.1.21	Contract Price	"Contract Price" means the price as specified in the letter of award subject to additions and adjustments thereto or deductions there from as may be made pursuant to the contract.
1.1.22	Cost	"Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
1.1.23	Accepted contract Amount	"Accepted contract Amount" means the amount accepted in the Letter of Award for the execution and completion of the Works including remedying of any defects.
1.1.24	Site	"Site" means the places where the Permanent Works are to be executed and to which Plant and materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
1.1.25	Applicable Law	"Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
1.1.26	Approval	Approval means consent by the employer in writing

1.2 Interpretations

1.2.1 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.

1.2.2 Wherever in the Contract provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed

1.3 Law and Language

The Contract shall be governed by the law of the country (Indian Law).

1.4 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The contract Agreement (if completed),
- b) The Letter of Award/ Firm work order
- c) Special conditions of contract
- d) The Price bid
- e) General conditions of contract
- f) The Drawings and Annexures.
- g) The Technical Specification
- h) Post bid correspondences and any other document forming part of contract.

If any ambiguity or discrepancy is found in the documents, the EMPLOYER/ENGINEER shall be the sole authority to issue any necessary clarification or instruction in this regard.

1.5 Contract Agreement

The Parties shall enter into a Contract Agreement within specified days after the Contractor receives the Letter of Award, unless they agree otherwise. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Bidder.

1.6 Assignment/sub-contracting

The Contractor shall not assign the whole or any part of the work to any other Party/ Firm/ Individual without prior written consent of the Employer.

1.7 Employer’s Use of Contractor’s Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times. If a Party becomes aware of an error or defect of a technical nature in a document, which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.8 **Contractor's use of Employer's Documents**

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.9 **Disclosure of Confidential Details**

The Contractor shall disclose all such confidential and other information as EMPLOYER may reasonably require in order to verify the Contractor's compliance With the Contract.

1.10 **Compliance with Laws**

The Contractor shall, in performing the Contract, comply with applicable Govt & Statutory Laws.

Unless otherwise:

- a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent works, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals for his equipment and manpower as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

1.11 **Contract Details to be Confidential**

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper of elsewhere without written approval of the Employer.

2 **Employer**

2.1 **Employer's responsibility**

Employer will provide all necessary help to the contractor.

The contractor shall carry out work on the Site with his own workmen he shall, in respect of such work:

- (a) have full regard to the safety of all persons entitled to be upon the Site, and
- (b) keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

The Employer shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger. Employer will provide all necessary help to the contractor

2.2 Force majeure

The Employer's risks are, in so far as they directly affect the execution of the Works in the country where the permanent works are to be executed:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (c) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (d) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (e) Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works,
- (f) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,
- (g) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- (h) Any operation of the forces of nature (insofar as it occurs on the Site) that an experienced contractor:
 - (i) Could not have reasonably foreseen, or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) Insure against such loss or damage.

2.3 Permits, Licenses or Approvals

The Employer shall (where he is in a position to do so) provide reasonable assistance to facilitate the Contractor at the request of the Contractor but without holding any liability to do so towards the contractor:

- a. By obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- b. For the Contractor's applications for any permits, Licences or approvals required by the Laws of the Country:
- c. For the delivery of Goods, including clearance through customs, and
- d. For the export of Contractors Equipment when it is removed from the Site.

All cost related to obtaining of such permits, licenses and approvals shall be borne by the contractor.

3 Contractor

3.1 Contractor's General Responsibilities

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of

any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

The Contractor shall give prompt notice to the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.

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

3.2 **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Price Bid, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

3.3 **Safety and Security**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Employer/ Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and

3.4 **Protection of the Environment**

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

3.5 **Care of Works**

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer. Provided that:

- (a) if the Employer/ Engineer issues a Taking-Over Certificate for any Section or part of the Permanent Works, the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- (b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed.

3.6 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Employer/ Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations.

3.7 Compliance with Statutes, Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions.

3.8 Royalties

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting materials required for the Works as per governing laws.

3.9 Transport of Contractor's Equipment or Temporary Works

The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods/ Products and other things required for the Works.

1. Customs Clearance

The Employer will use his best endeavours in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials, Products and other things required for the Works. But all expenditures are to be bear by the Contractor.

2. Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Employer/ Engineer, allow appropriate opportunities for carrying out work to:

- a) the Employer's Personnel,
- b) any other contractors employed by the Employer, and
- c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements, which are the responsibility of the Contractor.

If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the EMPLOYER/ENGINEER in the time and manner stated in the Specification.

3.10 Labour laws

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:

- i) Payment of Wages Act, 1936 (Amended)
- ii) Minimum Wages Act, 1948 (Amended).
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) Maternity Benefit Act. 1961 (Amended)
- vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
- viii) The Industrial Disputes Act. 1947 (Amended)
- ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made 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.

4 Materials, Plant and Workmanship

4.1 Quality of Materials, Plant and Workmanship

All materials, Plant and workmanship shall be:

- (a) of the respective kinds described in the Contract and in accordance with the Employer/ Engineer's instructions, and
- (b) subjected from time to time to such tests as the Employer/ Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Employer/ Engineer.

4.2 Cost of Samples

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

4.3 Cost of Tests

The cost of making any test shall be borne by the Contractor if such test is:

- (a) clearly intended by or provided for in the Contract, or
- (b) particularised in the Contract (in cases of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

4.4 Inspection of Operations

The Employer/ Client, and any person authorised by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

4.5 Inspection and Testing

The Employer/ Client shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Engineer to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

5.1 Progress Reports

Unless otherwise stated, monthly progress reports shall be prepared by the Contractor and submitted to the Employer/ Client in 3 (three) copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

5.2 Liquidated Damages for Delay

5.2.1 If the Contractor fails to comply with the Time for Completion for the whole of the Works or, if applicable, any Section within the relevant time prescribed, then the Contractor shall pay to the Employer the relevant sum stated below:-

a. If the contractor fails to maintain the required progress in terms or to complete the work and clear the site 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 @ 1.5 % of Contract Price per month of delay
for delay of work to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

1. Milestones

The Contractor shall during the execution of works adhere to the Project Milestone set forth so as to ensure the completion of Works within the stipulated duration.

Sr. No.	Milestone	Time Allowed from the Date of Award of Contract	Payments
1	Submission of Draft Design for approval of Employer (IWT)	20 days	Nil
2	Submission of Final Design Certified by IRS/ Classification Society for approval of Employer	80 days	5(five)% of Contract Value
3	a) After the fabrication of entire hull structure after inspection and certification by IRS / Classification Society.	160 days	25% payment
	b) After delivery and installation of all machinery & equipments, completion of Superstructure & Interiors in all respects and Safety measures etc. and certified by IRS/Classification Society thereof.	190 days	20% payment
4	a) On trial & testing and successful commissioning at site	210 days	30% payment
	b) On successful running of 3 (three) months.	-----	20% payment

Failure of milestones would attract LD as defined General Instruction, GCC and SC. Expenditure for inspection in the factory by IRS / Classification Society shall be borne by the Contractor.

5.3 Suspension of Work

The Contractor shall, on the instructions of the Employer communicated by the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Client/Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Client/Engineer. Unless such suspension is:

- (a) otherwise provided for in the Contract,
- (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,
- (c) necessary by reason of climatic conditions on the Site, or
- (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined.

6 Tests On Completion

6.1 Contractors obligation

Contractor shall carry out all tests as per requirement of this contract. No additional charges on any such account shall be payable by the Employer.

6.2 Retesting

To be repeated under the same terms and conditions.

6.3 Failure to Remedy Defects

If the Contractor fails to remedy any damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the damage by this notified date and this Remedial work was to be executed at the cost of the Contractor.

- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost.
- (b) Require EMPLOYER/ ENGINEER to agree or determine a reasonable reduction in the Contract Price.

7 Employer's Taking over

7.1 Taking-Over Certificate

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

7.2 Taking Over of Sections or Parts

Similarly, in accordance with the procedure set out, the Contractor may request and the Engineer shall issue a Taking-Over Certificate in respect of:

- (a) any Section in respect of which a separate Time for Completion is provided in the SCC,
- (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or

- (c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).
- (d) Punch list of the rectifications to be issued by the Engineer to the contractor.

7.3 Substantial Completion of Parts

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Employer/Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

8 Defects Liability

8.1 Defects Liability Period

In these Conditions the expression “Defects Liability Period” shall mean the defects liability period named in the SCC, calculated from:

- (a) the date of completion of the Works certified by the Engineer on completion of 24 Calendar months.

8.2 Completion of Outstanding Work and Remedying Defects

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall:

- (a) complete the work, if any, outstanding on the date stated in the Taking Over Certificate as soon as practicable after such date, and
- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

8.3 Cost of Remedying Defects

All work referred to shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Employer/Engineer, due to:

- (a) the use of materials, Plant or workmanship not in accordance with the Contract,
- (b) where the Contractor is responsible for the design of part of the Permanent works, any fault in such design, or
- (c) the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor’s part under the Contract.

8.4 Approval only by Defects Liability Certificate

Only the Defects Liability certificate, shall be deemed to constitute final approval of works.

8.5 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to, the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, have been completed to the satisfaction of the Engineer.

8.6 Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

9 Measurement

9.1 Method of Measurement

The Works shall be measured as described in the Milestone.

10. Settlement of Disputes

10.1 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the 28th day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

10.2 Arbitration

In the event of any dispute arising between IWT Assam (The Owner) and the Contractor/ supplier in any matter covered by this contract, the Tribunals and Courts at Guwahati will have the exclusive jurisdiction in respect of all matters and the provisions of the Indian Arbitration Conciliation Act,1996 shall apply to such arbitration.

11. Termination by the Employer

11.1 Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out

the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

- (a) has repudiated the Contract,
- (b) without reasonable excuse has failed
 - (i) to commence the Works or
 - (ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice,
- (c) has failed to comply with a notice issued or an instruction issued days after having received it,
- (d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or

then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby violating the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor under the Contract.

11.2 Urgent Remedial Work

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Employer/Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

12. WARRANTY/GUARANTEE

The Contractor shall warrant that The Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor shall further warrant that The Goods and services supplied/ provided under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The Contractor shall also guarantee that The Goods supplied shall perform satisfactorily as per the designed/rated/installed capacity as provided for in the Contract.

- 12.1 This warranty/guarantee shall remain valid for 24 months from the date of issue of final taking over certificate by the Employer/ Owner as given in Special Conditions of Contract. The contractor shall supply the 'On Board Spares' along with the Tool Kit on delivery of the boat. The Contractor shall also keep a stock of the spare parts required for the maintenance of the Goods or its parts for the said period. Any defects arising out of wear and tear of the parts or faulty installation or use of substandard material or workmanship shall be rectified by the Contractor at his own risk and cost and within the time specified by the Employer/ Owner. In addition to the above, any incidental expenses incurred thereto shall also be borne by the Contractor at free of cost to the Employer/ Owner.
- 12.2 The Employer/ Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 12.3 Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, to the satisfaction of the Employer/ Owner without cost to the Employer/ Owner.
- 12.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer/ Owner may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer/ Owner may have against the Contractor under the Contract.

13. FORCE MAJEURE

- 13.1 The Contractor shall not be liable for forfeiture of their Performance Security , Liquidated damages or Termination for default, if and to the extent that, their delay in performance or other failure to perform their obligations under the Contract is the result of an event of Force Majeure.
- 13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the ACCEPTING AUTHORITY either in their sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 13.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such conditions and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform their obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

(SECTION-IV)

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of Contract.

1.0 TESTS

- 1.1 The Contractor shall produce samples of all the materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before incorporation in the work.
- 1.2 All the materials to be used in and on every part of the works shall be subjected, from time to time, to such tests as the Engineer-in-Charge/ Classification Society may direct. Such tests shall be performed at the expenses of the Contractor. The samples for tests shall be in all cases selected by the Engineer-in-Charge/ Classification Society and supplied by the Contractor as part of the contract. If at any time, any material so tested, fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted there for, but in the absence of any specified test/acceptance criteria, the decision of the Engineer-in-Charge/ Classification Society shall be final and binding as to whether the said material or materials shall be used on the works, or removed forthwith and other suitable, approved material substituted.
- 1.3 The Contractor shall produce on demand from the Engineer-in-Charge, the manufacturer's test certificates certifying that the materials conform to the technical specifications. However, this clause will not apply to routine testing of materials at the site laboratory of the Contractor.
- 1.4 The Contractor shall permit the Engineer-in-Charge or his authorised representative to be present during any or all the tests. After informing the Engineer-in-Charge that the total work has been completed, the Contractor shall make, under the direction and in the presence of Engineer-in-Charge, such tests and inspections as have been specified or as the Engineer-in-Charge/Classification Society shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specifications, it shall be rectified by the Contractor at no extra cost and the Contractor shall bear all the expenses for any further tests considered necessary.
- 1.5 All tools, instruments, plants and labour/operating personnel for the tests shall be provided by the Contractor at his own cost.
- 1.6 For any tests as directed by the Engineer-in-Charge/ Classification Society, that have to be carried out at an outside laboratory, the cost of such tests, materials transport, etc., shall be borne by the Contractor.

2.0 DELIVERY DOCUMENTS

The delivery documents shall include:

- a) The Contractor's invoice showing purchase order no., description, and total amount;
- b) Delivery note/packing list/transport receipt;
- c) Contractor's/Manufacturer's guarantee certificate;
- d) Inspection/Test certificates showing details where Inspection/Test has been carried out and the Contractor's inspection report;

- e) Certificate of origin;
- f) Insurance policy as specified in clause 3 (Special Conditions of Contract);
- g) Excise gate pass/octroi receipts, wherever applicable, duly sealed indicating payments made; and
- h) Any other document evidencing payment of statutory levies.
- i) Certificate/ License as required from various Government authorities.

Note: The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. should be identical. The despatch particulars including name of transporter, LR no. and date should also be mentioned in the invoice/s.

3.0 INSURANCE

- 3.1 The Contractor shall take comprehensive storage-cum-erection and commissioning insurance policy as well as third party insurance for the materials and labour employed at the site. The insurance policy shall cover all The Goods from 'warehouse to warehouse' on "all Risks" basis including War Risks, Riots and Strike clauses during the whole period till commissioning.

4.0 PAYMENT

Unless agreed otherwise by the client, the terms of payment for this Contract shall be as follows:

The total Contract Price payable under the Contract shall be stipulated in the Letter of Award and thereupon shall become part of this Contract and be paid in accordance with the terms hereon.

- a) Payment of 5 (five) % on Submission of Final Design Certified by IRS/ Classification Society for approval of Employer.
- b) Payment for 25% of basic quoted price shall be released after the fabrication of entire hull (s) structure after inspection & certification by IRS / Classification Society for each vessel.
- c) Payment for 20% of basic quoted price shall be released after delivery and installation of all machinery & equipments, completion of Superstructure & Interiors in all respects and Safety measures etc. and certified by IRS/Classification Society thereof.
- d) Payment for 30% of basic quoted price shall be released after trial & testing and successful commissioning at site
- e) Payment for 20% of quoted price on successful running/ operation of 3 (three) months.

All statutory deductions as applicable such as TDS, GST shall be made from each bill before settlement.

6. RESOLUTION OF DISPUTES

- 5.1 Subject to the provisions of the relevant clause in General Conditions of Contract, any dispute or differences that could not be resolved shall be settled in a court of law having jurisdiction in Guwahati (Assam), after duly complying all legal procedures applicable.

7. SUFFICIENCY OF TENDER

- 6.1 The intending Contractors shall be deemed to have studied the Tender papers, studied the site conditions, availability of labour, transportation problems, unloading procedures, if any, and the locality of the work, facilities available and has taken into account all aspects affecting the work before submitting the Tender.

8. PROGRAMME OF DESIGN, SUPPLY, CONSTRUCTION AND COMMISSIONING

- 7.1 The Contractor shall submit to the client along with the bid for their approval a comprehensive programme in the form of PERT network/Bar chart or any other form as may be required by the client showing the sequence of order in which the Contractor proposes to carry out the works including the design, vetting, manufacture, delivery to site and commissioning thereof. After submission to and approval by the client of such programme, the Contractor shall adhere to the sequence of order and method stated therein. The approval by the client of such programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract. The programme approved shall form the basis of evaluating the pace of all works to be performed by the Contractor. The Contractor shall update and submit the PERT network every week on acceptance of bid, and shall inform the client the progress on all the activities falling on schedule for the next reporting date.

9. PREPARATION OF DRAWINGS FOR APPROVAL

- 8.1 Immediately after receipt of the LOI, The Contractor shall submit to client for approval:
- a) Programme schedule
 - b) Classification Society approved design, GA drawings
 - c) During the progress of works and within such reasonable time, such drawings of the general arrangement and details of the works as the client may require.

The specifications/conditions concerning the submission of drawings by the Contractor are detailed as under:

- 8.2 Within one week from the date of receipt of the order, Contractor shall furnish a list of all necessary drawings as briefly described below which the Contractor shall submit for approval, identifying each drawing by a serial number, descriptive title and expected date of submission.
- 8.3 The Contractor shall get the design approved by the client. The vetted drawings shall be submitted in triplicate (3 hard copies in A3 size and 3 soft copies in AUTOCAD format) and to the client for documentary evidence. All cost in connection with this shall be borne by the Contractor. No extension of time in this account will be granted to the Contractor.

- 8.4 All drawings shall show the following particulars in the lower right hand corner in addition to Contractor's name:
- i. Name of the client
 - ii. Project title
 - iii. Title of drawing
 - iv. Scale
 - v. Date of drawing
 - vi. Drawing number
 - vii. Space for client's drawing number.
- 8.5 In addition to the information provided on drawings, each drawing shall carry a revision number, date of revision and brief description of revision carried out. Whenever any revision is carried out, revision number must be up-dated accordingly.
- 8.6 All dimensions on drawings shall be in metric units.
- 8.7 Drawings (three sets) submitted by the Contractor(duly approved by the Classification Society) for approval will be checked by the client and comments, if any, on the same will be conveyed to the Contractor along with one set of drawing duly marked. It is the responsibility of the Contractor to incorporate correctly all the comments conveyed by the client on the Contractor's drawings. The drawings which are approved with comments are to be re-submitted with corrections for the purpose of records. Such drawings will not be checked/reviewed by the client to verify whether all the comments have been incorporated by the Contractor. If the Contractor is unable to incorporate any comments in the revised drawings, Contractor shall clearly state in his forwarding letter such non-compliance along with valid reasons.
- 8.8 All these drawings shall further be considered as a part of the specifications. However, the examination of the drawings by the client shall not relieve the Contractor of his responsibility for engineering design, workmanship, quality of materials, warranty obligations and satisfactory performance as covered under the Contract.
- 8.9 If at any time before completion of the work, changes are made necessitating revision of approved drawings, the Contractor shall make such revisions and proceed in the same routine as for the original approval.
- 8.9 The Contractor shall furnish 3 sets of operation and maintenance manuals together with 3 sets of as-built drawings and 1 soft copy, in sufficient detail to enable the client for future repairs and maintenance. Unless otherwise agreed, the works shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the client.

10. STATUTORY APPROVALS

- 9.1 The Contractor shall obtain all necessary statutory approvals/prior approvals of the authorities as may be required and the incidental expenses for obtaining such approvals shall be included in the Contract price.

- 9.2 All the necessary details, drawings, submission of application and pro forma shall be furnished by the Contractor to the client for verification/signature.
- 9.3 The necessary application duly filled-in, together with the prescribed fees shall be submitted to the appropriate authorities by the Contractor on behalf of the client. All cost in this regard shall be included in the Contract price.
- 9.4 Wherever necessary or required, the Contractor shall furnish the test and/or inspection certificates, etc. from the appropriate authorities as per statutory regulations and the cost for obtaining these certificates shall be included in the Contract price.
- 9.5 The Contractor shall obtain all approvals and certifications from all relevant authorities.

11. CONTRACTOR'S TEAM

- 11.1. The Contractor shall execute the works with due care and diligence within the time specified for completion and shall employ their team comprising qualified and experienced engineers together with adequate skilled, semi-skilled and unskilled workmen at the site for carrying out the works. The Contractor shall ensure adequate work force to keep the required pace at all times as per the schedule of completion.

12. CLIENT'S INSTRUCTIONS

The client may in their absolute discretion, issue from time to time instructions, directions and clarifications, which are collectively referred to as client's instructions in regard to:

- i) Any additional drawing and clarifications to exhibit or illustrate details.
- ii) Variations or modifications of the design, quality or quantity of work or additions or omissions or substitution of any work.
- iii) Any discrepancy in the drawings or specifications.
- iv) Removal from the site of any material brought there by the Contractor, which are unacceptable to the client and substitution of any other material thereof.
- v) Removal and/or re-execution of any work erected by the Contractor which are unacceptable to the client.
- vi) Opening up for inspection of any work covered up.
- vii) Amending and making good of any defects.

13. RIGHTS OF THE CLIENT

- 12.1 The client shall have the right to direct the manner in which all works under this Contract shall be conducted, in so far as it may be necessary to ensure safe and proper progress and specified quality of the works.
- 12.2 Whenever in the opinion of the client the Contractor has made deviation from the schedule of completion, or when circumstances or requirement force such a deviation from the said schedule, the client, in order to ensure compliance with the schedule, shall direct the order, pace and method of conducting the work, which shall be adhered to by the Contractor.

12.3 If in the judgment of the client it becomes necessary at any time to accelerate the overall pace of the work, the Contractor, when directed by the client, shall cease work at any particular point and transfer Contractor's men to such other point or points and execute such works, as may be directed by the client.

12.4 **Proprietary Rights of the Client in Design and Reports.**

Unless otherwise indicated in the SCC, all reports and relevant data and information such as approved/certified design, diagrams, plans, other documents and software, supporting records or material compiled or prepared for the Owner in the course of supply shall be confidential and become and remain the absolute property of the Owner. The Party/ Contractor/Manufacturer shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner, together with a detailed inventory thereof. The Contractor may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Owner.

14. CONTRACTOR'S OBLIGATIONS

13.1 The Contractor shall proceed with the work to be performed under this Contract with the best of quality and in a workmanlike manner by engaging qualified and efficient workers and finish the work within the scheduled time and in strict conformance with the drawings and specifications and any changes/modifications thereof made by the client.

13.2 The client shall make any variation of the form, quality or quantity of the works or any part thereof which, in their opinion is desirable and they shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) Increase or decrease the quantity of any work included in the Contract.
- (b) Omit any such work,
- (c) Change the character or quality or kind of any such work,
- (d) Change the levels, lines, position and dimensions of any part of the works, and
- (e) Execute additional work of any kind necessary for the completion of the works.

and no such variation shall in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract price. No such variations shall be made by the Contractor without an order in writing by the client no such variation shall invalidate the Contractor's responsibility.

13.3 The Contractor shall arrange for insurance of all men, machinery and materials brought by him to the site for the execution of the Contract, till handing over of the complete job.

13.4 The client shall not be liable for or in respect of any damages or compensation payable under the workmen's compensation Act (VIII) 1953, Employees Provident Fund Act or any other law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor. The Contractor shall indemnify and keep indemnified the client against all such damages and compensation against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- 13.5 The Contractor shall ensure against such liability with an insurer approved by the client, and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the client such policy of insurance and the receipt for payment of the current premium.
- 13.6 The Contractor shall effectively protect The Goods from the effects of weather and from damages or defacement and shall cover appropriately, wherever required, all the works carried out by him.
- 13.7 Adequate lighting, guarding and watching at and near all the storage, handling, fabrication, pre-assembly sites for properly carrying out the work and for safety and security shall be provided by the Contractor at Contractor's cost. The Contractor should adequately light the work area during night time also.
- 13.8 The Contractor shall take full responsibility for the care of the works or any section or portions thereof until taking over by the client and in case any damage or loss shall happen to any portion of the works not taken over as aforesaid, from any cause whatsoever, the same shall be made good by and at the sole cost of the Contractor and to the satisfaction of the client. The Contractor shall also be liable for any loss of or damage to the works including works carried out by others, caused by the Contractor or his sub-Contractor in the course of any operations carried out by them for the purpose of completing any outstanding work or complying with his obligations.

15. UNLOADING, LOADING AND INSPECTION

- 14.1 The Contractor shall be responsible for the reception and unloading of all the materials/equipment from the carriers, received at site. The Contractor shall ensure that adequate and all measures necessary to avoid any damage whatsoever to the equipment at the time of unloading are taken. Liaison with all state, local and police authorities shall be handled by the Contractor. The Contractor shall comply with local conditions regarding unloading work.
- 14.2 The Contractor shall safely lead/ shift the unloaded materials/ equipment to the storage area.
- 14.3 The client shall have full power and authority to inspect the items received at site, irrespective of whether the items are inspected/tested at the Contractor's shop floor.
- 14.4 The protection, safety and security of the materials shall be the responsibility of the Contractor, until they are handed over to the client after testing and commissioning as per the terms of the Contract.

16. STORAGE OF EQUIPMENT

- 15.1 Adequate security measures shall be taken by the Contractor to prevent theft and loss of materials under his custody.

17. FINAL TAKING OVER

- 16.1 Before taking over, the Contractor shall have complied with each of the following requirements.
- i) The supplies/works shall have been completed in all respects in accordance with the Contract documents/ Purchase Order.
 - ii) Any defects/malfunctioning which may have become apparent during inspection have been rectified to the satisfaction of client.
 - iii) Inspection by statutory authorities wherever necessary shall have been arranged and all statutory approvals obtained. The responsibility of obtaining necessary statutory clearances, insurances and licenses rests with the Contractor.
 - iv) All the approved drawings, as-built drawings, Tool Kit and Operation & Maintenance Manuals (if any) for The Goods shall be submitted in the required number.
- 16.2 A Final taking over Certificate will be issued to the Contractor when the above pre-conditions have been satisfied. The date of issue of the Final taking over Certificate shall be deemed to be the date of completion of the commissioning activities.

18. GURANTEE PERIOD

- 17.1 The guarantee period shall commence from the date of issue of final taking over certificate and shall be valid for a period of twenty four (24) calendar months.
- 17.2 The Contractor would be required to give performance guarantee for each individual item of equipment supplied, fitted and tested, as is applicable in each case (for due performance, quality of material used, design, fabrication, fitting , etc.).
- 17.3 In respect of equipment/component renewed under the terms of guarantee, the period of guarantee for such items shall be for six months from the date of renewal or till the end of guarantee period, whichever is later.
- 17.4 The guarantee period shall be extended in case of extension of the guarantee run period for reasons attributable to the Contractor and this will be communicated by the client to the Contractor in writing. The duration of extension of guarantee period will be mentioned in the above letter.
- 17.5 Should the Contractor fail to rectify any defects which shall have been notified to him in writing during the period of guarantee, it shall be deemed as a breach of Contract and the client will be entitled to rectify such defects at the Contractor's cost, and charge any further penalty as deemed fit.

19. TRAINING OF PERSONNEL

- 18.1 The Supervisory and operating personnel of the client/ or any agency engaged by client shall be provided with adequate training by the Contractor during the construction, testing, start-up and commissioning.

20. REVIEW AND CO-ORDINATION

- 19.1 The Contractor shall depute senior and competent personnel to attend the site co-ordination meetings that would generally be held at the site. The Contractor shall take necessary action to implement the decisions arrived at such meetings and shall also update the project schedule.

21. EXTENSION OF TIME FOR COMPLETION

- 20.1 Should the amount of extra or additional work of any kind, or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the works, the client shall determine the amount of such extension and shall notify the Contractor accordingly. Provided that the client is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within ten days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the client full and detailed particulars of any extension of time to which he may consider himself entitled, in order that such submission may be investigated at the time.

21. Joint Venture Bids:

A JV bid has to be accompanied by a Copy of Memorandum of Understanding (MOU) executed by the JV Members. The complete details of the members of the JV Bid, the identity of the 1st Party, their share and responsibility in the JV Firm, etc particularly with reference to financial, technical and other obligations shall be furnished in the MOU. Furthermore:

- i.** Once the tender is submitted, the JV MOU shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe /comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- ii.** The JV shall be valid during the entire duration of the contract including the period of extension, if any and the Defect Liability period after the work is completed.

(SECTION – V)

Technical Specification

TECHNICAL SPECIFICATION FOR CATAMARAN FRP RIVER TAXIS FOR THE RIVER BRAHMAPUTRA

{Passenger Capacity: 40 nos. (Non Air-conditioned)}

1. Introduction : Directorate of Inland Water Transport, under the Transport Department, Government of Assam intends to operate Water Taxi services on the River Brahmaputra for crossing passengers between North Bank and South Bank of the river at important ferry services. The boats will be used for the purpose of transporting tourists also from one destination to the other in and around Guwahati. The technical requirements of the boats are detailed below.

2. Principal Dimensions of twin hull type FRP - Composite Catamaran Vessels:

The dimensional requirements are tabulated below:

Length Overall	Minimum 15.00 meter.
Molded Beam	Minimum 4.50 meter .
Depth molded	Mimimum 1.70 meter.
Draft	Maximum 0.85 m under full load condition.
Air Draft	Maximum 4.5 meter.
Cabin Floor Area	Minimum 30 sq meter.

Minor variations are permitted in principal dimensions to cater to the vessel performance and stability requirements.

3. Performance:

Specifications of Displacement, Tonnage, Speed and Fuel Economy.

Displacement	Minimum 10 Metric Tonnes.
Dead Weight Tonnage	Maximum 5 Metric Tonnes.
Speed (Cruising)	12 Knots (downstream) 10 knots (Upstream)
Fuel Consumption	Not exceeding 25 Litres /per hour at 75% throttle.

The vessels should be able to be operated in both forward and reverse directions with a forward speed of at least 12 knots on the river Brahmaputra during trials at Maximum Continuous Rating (MCR) of engines. Minimum cruising speed of 8 knots at 75% engine load / rpm in all seasons. All tests and trial runs shall be carried out to the satisfaction of the Classification Society/IRS /IWT Assam. Expenditure for testing and certification by Classification Society/IRS/IWT shall be borne by the contractor.

4. Appearance:

The Vessels shall be of aesthetically pleasing and contemporary design with superior fit and finish as per international standards. The passenger cabin would be of aerodynamic shape with a sloping front windshield and inset doors and windows. The vessel would have a front and rear open-deck section and the interior shall be of contemporary design allowing comfortable ingress and seating arrangements. The interior of the vessel shall be furnished neatly and aesthetically with materials approved by the Engineer. The vessel should satisfy

all the requirements as per the classification society, covering every aspect regarding Inland vessel Hull construction, Inland vessel machinery and equipment, Inland vessel passenger accommodation, stability of the vessel etc. and shall be designed for excellent maneuverability

5. Material of Construction:

The Catamaran Vessels (Hulls as well as Cabin/Deckhouse) shall be made of Fiber Reinforced Plastics (FRP) of superior quality as per standard marine practice with FRP Composite sandwich construction in PVC-core or other compliant and approved composite material sandwich panels UV-proof marine grade Gel-coat surface as approved by Classification Society. The molding/fabrication of the boats shall be undertaken by an experienced group of workers under the guidance and supervision of expert(s) to meet the requirements of Classification Society/IRS.

6. FRP Molding:

The molding/ fabrication of the vessels shall be undertaken in a ship yard with prior experience of FRP Composite Sandwich molding and construction techniques. Sections would be vacuum bagging under controlled temperature (between 25 & 20° C) and humidity (Below 75%). The FRP moldings and construction method as well as the strength and load bearing capacity of sections shall follow the guidelines specified in the “General Hull Requirements for Fiber Composite and Sandwich Constructions” of the IRS Rules and Regulations for the Construction and Classification of High Speed Crafts and Light Crafts – 2016. Samples of laminates should pass tests and trials in approved laboratories as stipulated by the IACS member/IRS. All expenditure for testing and certification shall be borne by the contractor/vendor.

7. Construction Method:

The vessel should satisfy all the requirements with respect to hull construction, engine, equipment and accessories fitment, Stability, passenger safety and comfort, proper mooring arrangement as specified by the submitted design and meeting all the requirements of IACS members/IRS.

8. Design of Hull Structure:

The Hull design shall be done by a Naval Architect and shall have a low Block and Prismatic Coefficient, low draft, small water plane and wetted surface area and narrow waterline beam for high efficiency, speed and low water resistance.

The two hulls would be joined by two main Box Beams made in composite material. Other beams if any may be positioned if required for additional support. Both the hulls would have watertight bulkheads with sealed waterproof compartments. Each Hull would also contain a Fuel tank compartment with an external filler and a separate engine compartment. Both the hulls would have watertight top hatches over the engine rooms for easy serviceability and engine removal. The hatch opened dimension of the same should be at least 10% larger than the dimension of the engine installed. There should also be a separate smaller water proof hatch which is for easy and quick excess and inspection which should be hinged and have stays. The waterlines should be clearly drawn on the outer side of each hulls. The design and parameters should be in compliance with IRS Class/ IACS members.

9. Engine & Gearbox:

The vessel shall be powered by twin modern low pollution, fuel efficient and light weight Naturally-Aspirated or Turbo-Charged 4-stroke Diesel self starting Engines with Marine Hydraulic Gearboxes and Propellers. The engines should be either Marine grade or certified Marinized with a closed loop cooling system using a heat-exchanger or keel cooler. Provision shall be made for installing all the indicators, gauges and controls of the respective engines at the helm for the driver to control and monitor. Both the engines and the gearbox would be mounted on marine-grade low vibration engine mounts and fitted inside the hulls in a watertight engine compartment. The recommended engine power output would not be below 2 x 70 hp, but not exceeding 2 x 120 hp. Fuel efficiency of the engines should be in the region of 150 gm/hp. Average Fuel efficiency of the vessel shouldn't exceed 25 Litres per hour at 75% throttle. The warranty period of the engines should be at least one year from the date of commissioning of the vessel. The selected bidder should setup a service center or appoint an authorized service center in Guwahati for the servicing of the engines.

10. Propeller:

Fixed bladed high pitch propeller, with S.S. Shaft.

11. Engine Girder:

The Engine girder shall be of Polyurethane foam lined over with FRP material to the required thickness and bonded with in steel plates to suit the engine installation.

12. Fuel Tanks:

The River Taxis shall have adequate capacity of fuel oil storage for endurance of two (2) days with daily 10 hours of service. Two (2) diesel tanks each of 200 liters capacity, one fitted in each hull with individual diesel level indicator shall be provided. Tanks must be marine-grade and fabricated of rust resistant material of either FRP with Fuel grade epoxy resin or fabricated from 304/316 grade stainless steel. Each tank should be pressure tested as per the norms and requirement under the IACS members / IRS External Fuel fillers with air vents must be provided on the vessel for easy access and filling.

13. Steering and Controls:

The steering system should be of the remote Hydraulic type with a helm mounted steering wheel for smooth and precise maneuverability and also provided with a mechanical backup tiller system for emergencies. The Helm shall also have twin independent remote throttle and gearbox controls for each engine, which shall be in compliance with the specification laid down by IACS members/IRS.

14. Helm and Dashboard:

The driver's seat and controls shall be fully enclosed and located in the forward part of the vessel and shall have clear unobstructed view. Clear-view glass with provision for easy opening and closing are to be provided with the center front glass at steering wheel position and provided with at least one wiper. Dashboard shall also be fitted with all engine gauges, indicator lights and switches as well as all navigation equipment.

15. Deck Design:

The Deck would be of FRP Sandwich construction with a non skid surface. The width of the deck shall at least 3.5 meters wide to accommodate the full width of the passenger cabin with an open fore-deck and a aft-deck area. The Passengers Cabin would be mounted atop the Deck area and comprise of the Driver's enclosure at the fore followed by rows of passenger seats.

16. Canopy:

The coach roof of the vessel shall be designed to be aerodynamic and fabricated out of FRP composite sandwich with a PVC core with provisions for draining off rain water as is necessary during rainy season. The Canopy would also have sufficient strength to support the weight of 2-3 crew members without buckling who would periodically have to climb up on it for cleaning and maintenance purposes.

The Ceiling of the cabin shall be of a minimum height of 1.8 meters and can be provided with vertical supports inside the Cabin in such a way that they do not hinder passenger movement or seating.

17. Entry and Exit:

The entry and exit of the river taxis shall be designed so as to allow smooth and safe boarding and disembarking of passengers both from the sides as well as from the rear of the vessel. Doors shall be provided on the port as well as the starboard sides at the aft of the passenger cabin. These should have rubber linings to be rain and splash water proof.

18. Doors and Windows:

Glazing: All glazing shall be of either toughened glass (min 5mm).

Doors : The access doors of the boat at port and starboard side shall be half paneled and half glazed made of FRP. It shall be pneumatically controlled and should open towards the inside of the boat. In addition to the above a half paneled and half glazed door made of FRP shall be provided at the fore side of the boat to allow access to the fore deck of the boat.

Windows: The window panes of the River Taxis shall be of sliding type fabricated out of good quality toughened glass (5 mm) with heavy duty water-resistant channels. The wind screen of the River Taxis shall be of toughened glass, with UV protection and equipped with wipers. The window panes should have sufficient size (2 x 0.6m x 0.6m minimum) for the passengers to view outside while being seated and to permit exit during emergency.

19. Seating Arrangements.

Seating arrangements shall comprise of forward facing rows of Bucket-type seats for 40 passengers from non-corrosive, non-rusting, non-hygroscopic material with at least 60 mm thick cushioning, including backrest. The seats forms can be fabricated from FRP or from other non-rusting, non corrosive material but should have the strength and robustness to last the life of the vessel. Cushion material should be covered with heavy-duty long lasting synthetic and waterproof vinyl material.

20. Toilet and Fresh Water Pump.

One Toilet is to be arranged at suitable place usable both for passengers and crews with all its necessary outfit, equipment and accessories thereof. The toilet room shall have a lockable door, fitted with one hand wash basin with pressurized water tap and a chemical marine toilet featuring a western style toilet bowl with a raw water electric flushing system and an on-board chemical effluent treating tank. The toilet would be provided with adequate ventilation and an exhaust fan. The River Taxi shall be provided with SS fresh water tank having capacity of 150 ltrs. fresh Water Tank connected with water pressure pump and with all its accessories.

21. Spacing.

Seating arrangement shall be ensured to provide maximum comfort to the passenger. Minimum space between identical points on seat rows should be 80 cm to ensure comfortable leg space. Minimum aisle width shall be 60 cm. Sufficient overhead space shall be provided for keeping small hand luggage. Minimum cabin space of 1m x 1m shall be provided for carrying necessary equipment. Open deck space (minimum 1 m long, full width) to be provided at the aft end of the River Taxi. The entry and exit of the boat should be designed suitably to allow smooth and safe boarding and de-boarding of the tourists.

22. Storage Facilities for Passengers and Driver.

Storage facility in the form of overhead trays for storing the luggage of the passengers shall be provided on both sides inside the River Taxi at appropriate height. Storage facility in the form of glove box, shelves shall be provided near the driver's cabin or enclosure.

23. Flooring.

The floor of the River Taxi shall be made of suitable Composite Materials with FRP lining that shall be non-slip and abrasion resistant.

24. Guard rails.

Guard rails to be fitted on the fore-deck and aft-deck and fabricated out of SS 316 tubes of at least 50mm OD and 1.5mm wall thickness and provided with toe guards. Grab handles shall be provided at the port as well as the starboard sides of the vessels in the inside and outside of the entry/exit both on the port and starboard sides of the River Taxi. The grab rails may be terminated 3' above the deck level. Standard Industrial requirement, just a strip of metal at the bottom of the rails.

25. Fenders.

Good quality UV , and tear resistant light in weight Rubber / Polyurethane D-Fenders as approved by the client shall be provided on the outer sides of both the hulls. Portable (total of 6 nos with diameter of min 25 cms x length of 75 cms) sausage type pneumatic fenders shall also be provided along with appropriate cleats on either side of the vessel.

26. Mooring arrangements.

Two numbers of Stainless Steel mooring bollards each at fore and aft shall be rigid mounted on each hull for mooring purpose. Four number cleats provided on both sides with one number of bow hook and tow hook per hull shall also be provided.

27. Bilge Pumps and Bailing Arrangements.

The Vessels shall be equipped with 3 nos. automatic electric bilge pumps and one hand operated manual bilge pump in each hull as required for its safe operation and shall comply with the requirements of the by IACS members/IRS.

28. Fire Control Appliances.

Norms regarding Fire Control shall be adhered to and all mandatory firefighting equipment shall be fitted in compliance with the requirements specified by IACS members/IRS/ Client.

29. Light and Sound Signals.

All mandatory light, sound and signal items shall be provided in compliance with the requirements specified by IACS members/IRS/ Client.

30. Navigation Aids.

Navigation Lights and aids as specified by IRS/IACS/ and Client.

31. Lifesaving Appliances (LSA).

All mandatory lifesaving appliances like adequate number of Lifebuoys, Lifejackets, First Aid kit, Fire Axe etc., shall be provided and comply with the requirements of classification society/IRS and of the client as well.

32. Electrical arrangement and electric fittings with indicators.

Dual circuit (active and backup) fully 12 volt DC system charged by engine alternators, with soft glow LED internal cabin lights of average of 100 lux and High-powered head lights, Fog lights, Emergency beacon, navigational lights, Spot lights and lights on exits and in engine compartments. Cabin Fans have to be provided both for Crews and Passengers as per necessity. Battery charge level indicators should be provided at the helm.

33. Power Backup:

Power Backup for running lights, pumps and other equipment is provided by a dedicated Domestic Battery Bank (minimum 12 volts 200 amps deep discharge) which is separated from the main engine Battery banks. Charging is through a VSR (voltage sensitive relay) system i.e. cut in voltage at 13.2 volts (opens circuit from engine bank to domestic) and cut off voltage at 12.7 volts. In addition eco friendly solution like Solar panels can be installed for keeping the batteries topped up.

34. Integrated Music and Public Addressing System.

The River Taxis shall be fitted with Integrated Music and Public Addressing (PA) system with USB Port connectivity as approved by the Client.

35. Accessories.

Accessories such as emergency lights, Beacons, Anchor with rope and roller, D-shackles etc shall also be provided as per requirement. All the above shall be as specified by Indian Register of Shipping/International Association of Classification Societies (IRS/IACS)

36. Painting and Finishes.

The hull of the River Taxis shall be coated with approved quality Fresh water anti-fouling compound. Theme branding of the River Taxis shall be carried out by the vendor in consultation with the Client and a minimum of three (3) themes for the River Taxis shall be submitted for the approval of the Client. The River Taxis shall be painted using weather-resistant durable Polyurethane Paint.

37. Drawings and Images.

Computer generated 3D images showing the following in sufficient details shall be submitted for approval by the client before approval by IRS.

- a. 3D rendering of Exterior and interior.
- b. Details of passenger area, helm dashboard and storage area.

Additional diagrams and graphs of the following should also be submitted.

- a. Diagram of Engine area and Fuel Tanks.
- b. Sectional drawing of vessel.
- c. Hull Diagram.
- d. Hydrodynamic Calculation of Hull.
- e. Resistance Graph of Hull at 5/8/10/12/16 knots.
- f. Lines Plan

All supporting drawings shall also be submitted for client's approval before submission to IRS for final approval. Drawings and information required for maintaining class and to carry out all types of repair (including electrical & mechanical) of the taxi, shall be provided.

38. Testing and Operation.

Trim and stability tests are to be carried out on the river Brahmaputra as per statutory requirements by competent authority (IRS/IACS). Further, speed and maneuverability trials are to be done as per statutory requirements.

39. Place of Delivery.

The place of delivery of the vessels shall be at Guwahati, Assam.

40. Certification/ Approval.

- a. Certification by Indian Register of Shipping/ International Association of Classification Societies (IRS/IACS) for design, construction, and class.
- b. Stage-wise inspection and registration by Directorate of Inland Water Transport (IWT), Govt. of Assam.
- c. Certification by all other statutory authorities as necessary
- d. License for operation from competent authority.
- e. Design, construction, and documentation to facilitate periodical renewal of certification as well as class.

41. Execution of Supply Order by the Selected Vendor.

1. The vendor should keep the client informed of the progress in design and development of the taxis. Progress reports should be submitted every four (4) weeks regarding work completed and work planned for the next four (4) weeks.

2. Copy of all drawings/documents should be forwarded to the client for concurrence prior to submission to IRS/competent authority for approval.
3. All drawings/documents approved by competent authorities/IRS are to be submitted to the client in original prior to fabrication and also as final copies during delivery of the vessel/taxi.
4. All original material test certificates and other certificates should be submitted along with the progress reports.
5. Details of all orders placed for outsourced equipment and date of delivery of the equipment should be included in the progress report.
6. Personnel from the client's side shall be permitted to visit the construction site/ /fabrication yard for Vessels to review the progress of work periodically.
7. Supplier should arrange/attend bi-monthly review meetings to be held at the client's end and be available for meetings /discussions as and when instructed by Client.
8. The first Vessel shall be completed within 7 months of placement of order. All acceptance tests and commissioning of the 1st vessel shall be completed within 8 months of placement of order. The 2nd vessels will be delivered not later than 2 months after the first.

42. Transport.

All transport related arrangements and costs of the vessels from the manufacturers boat yard to the place of delivery shall be borne by the Tenderer.

43. Safety compliance:

Emergency exits should be suitably located and provided in the boat in due compliance with classification society.

44. Training:

The selected vendor would have to provide training for qualified Capt and crew. The training would be limited towards the handling and the daily maintenance of the vessels for a period or 2 weeks or 10 working days.



Director
Inland Water Transport, Assam
Ulubari, Guwahati-7

TENDER FOR DESIGN, CONSTRUCTION, SUPPLY, TESTING & COMMISSIONING OF FRP CATAMARAN FOR RIVER TAXI SERVICE ON THE RIVER BRAHMAPUTRA, AT GUWAHATI.

PRICE BID

1. General

The following shall be read in conjunction with the Conditions of Contract, Technical Specifications and drawings for design, construction, supply, testing & commissioning of FRP Catamaran for river taxi service at Brahmaputra river, Assam. All Lump Sum prices and units quoted in the Schedule of Prices shall include the following instructions where applicable.

- a) This is an EPC Fixed Price Lump sum Contract.
- b) For items of work to be executed based on the design of the tenderer, design fee is payable and the same is deemed to be included in the price quoted by the Tenderer for the execution of the Works.
- c) It shall be clearly understood that there shall not be any claim whatsoever by the Tenderer on the ground that there are inadequate items of work (work based on quantity and work based on specified items) provided in the Schedule of Prices for pricing by the Tenderer.
- d) The whole cost of complying with the provisions of the Tender document shall be included in the items provided in the priced Schedule of Prices and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the available items of work. The price quoted shall include all costs upto successful completion of Defects Liability Obligations by the Contractor.
- e) The rates and prices tendered by the Tenderer in the Schedule of Prices shall, except insofar as it is otherwise provided under the Contract, including but not limited to all Tenderer's equipment, labour, supervision, materials, plant, wastage, fuel, erection, maintenance, insurance, profit, overheads, together with all general risks, liabilities and obligations set out or implied in the Tender document including all taxes, duties, fees, royalty and other statutory deductions.
- f) General requirements, directions and descriptions of work and materials, given in the Specifications or Drawings or Conditions of Tender / Contract are not necessarily repeated nor summarised in the Schedule of Prices. Tenderer is specifically advised to check and include any other item required for completeness of the total work as per the scope of work and specification and satisfactory performance of the total system.
- g) As fully built Catamarans cannot be transported overland because of size and transfer by water may incur high fuel and crew expenses, the Department would make provisions for providing a riverside plot along with trailer-capable road connection and power connection where the selected vendor would be able to cart the different sections of the vessel in parts on a trailer and undertake the full assembly of the vessel there. The vendor availing such a facility would be provided the usage of the site free-of-cost for the duration of the assembly but shall have to make own provisions for housing the workers, storage of material and equipment, paying for electricity and security.

1.2 **PRICE BID for SCHEDULE-A** : (For Online submission only)

COST SCHEDULE FOR

Design, manufacture and installation, Supply, Testing & Commissioning of FRP Catamaran for River Taxi Service on the River Brahmaputra, at Guwahati.

(This BOQ template provided for submission of online bid 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)

S.No	Description	Qty.	Unit	Quoted Rate per Unit (inclusive all applicable taxes)	Total Amount
	Water Taxi (Non Air-conditioned): 40 pax capacity ----- 2(two) nos. Design, manufacture and installation, Supply, Testing & Commissioning of FRP Catamaran for River Taxi Service on the River Brahmaputra includes mobilization and transportation to site (Guwahati, Assam) complete in all respects and ready to use as per approved designs, drawings and specifications including procurement, testing, inspection, defect rectifications and commissioning.	2(two)	Nos.		
	GRAND Total				

Grand Total Amount in Words.....

Note: (i) Transportation cost, all taxes, cess, duties and cost of Road Permits etc. as applicable are to be included in Grand Total cost of the boat and will be borne by the supplier. The Grand Total cost will only be considered as the bidding amount.

Datedday of2018

Signature of Tenderer

(SECTION –VI)

FORMS

CONTRACT AGREEMENT FORM

(ON NON-JUDICIAL STAMP PAPER OF Rs.200.00)

Design, Construction, Supply, Testing & Commissioning of FRP Catamaran for River Taxi Service on the River Brahmaputra, at Guwahati.

THIS AGREEMENT made inday of, 20.... between (Name of ACCEPTING AUTHORITY and Address) of(Country of ACCEPTING AUTHORITY) (hereinafter “the ACCEPTING AUTHORITY ”) of the one part and (Name of Supplier) of (address, city and Country of Supplier) (herein after called “the Supplier”) of the other part:

WHEREAS the ACCEPTING AUTHORITY invited bids for certain Goods/ Products and ancillary services viz., (Brief Description of Goods and Services) and had accepted a bid by the Supplier for the supply of those goods/products and services in the sum of (Contract Price in Words and Figures) (herein after called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Tender Document No..... and the Price Schedule submitted by the Supplier;
 - b) the Schedule of Requirements & Price;
 - c) the Technical Requirements;
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the ACCEPTING AUTHORITY ’s Notification of Award.
 - g) Addendums/Corrigendum’s
 - h) Agreement form
 - i) Minutes of Pre-bid Meeting
 - j) All Correspondence
3. In consideration of the payments to be made by the ACCEPTING AUTHORITY to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the ACCEPTING AUTHORITY to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The ACCEPTING AUTHORITY hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief description of items	Quantity to be supplied	Unit price	Total price
---------	----------------------------	-------------------------	------------	-------------

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (for the ACCEPTING AUTHORITY)

in the presence of :

Signed, Sealed and Delivered by the
said (for the Supplier)

in the presence of

ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Director
Inland water Transport, Government of Assam
Ulubari, Guwahati, Pin-781007

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....., 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 45 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 2018
for
(Indicate the name of bank)

Signature.....
Name of the Officer
(In Block Capitals)
Designation

Code No.
Name of the bank and Branch.(SEAL)

DETAILS OF PAST EXPERIENCE OF CONTRACTOR

FOR SIMILAR WORK

Sl. No.	Name & location of project	Contract Value in Rs.	Details of contract				Details of work
			Capacity of boat	Date of Commencement	Scheduled completion date	Actual completion date	

Note: Bidder to enclose letter of intent and completion certificates issued by the concerned authority

Note: (i) The bidder is requested to give all relevant and complete information as required and if required he can use separate sheets.

(Signature of Tenderer)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Date:

**The Director,
Inland Water Transport, Assam
P.O.- Ulubari, Guwahati, Pin-781007
District: Kamrup (Metro), Assam (India).**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: DWT(T)-56/2017-18/88 dtd. 15th May,2018

Name of Tender/Work: - Tender for Design, Construction, Supply, Testing & Commissioning of FRP Catamaran for River Taxi Service on the River Brahmaputra, at Guwahati.

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: <http://iwtdirectorate.assam.gov.in> and www.assamtenders.gov.in as 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 seal)