

# **TENDER DOCUMENT**

**For**

Manning, Operation & Maintenance of the  
Amphibious Excavator, JCB-205 to be operated in  
Water Bodies & Channels within Guwahati City.

**JANUARY/2018**



**GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY**  
**STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

Website: <http://www.gmda.co.in>  
E-mail: [ceogmdaghy@gmail.com](mailto:ceogmdaghy@gmail.com)

Tel: 0361- 2529650  
Fax: 0361-2529991

## FORM OF TENDER

To,

The Chief Executive Officer  
Guwahati Metropolitan Development Authority  
Bhangagarh, Guwahati-781005

Amphibious Excavator, JCB-205

Dear Sir,

We (M/s ----- of -----) having read and fully understood the specification, conditions of tender and general conditions of contract hereby tender to man, operate and maintain machines of GMDA's Amphibious Excavator, JCB-205 comprising, backhoe bucket, rake, Hydraulic manning of the Amphibious Excavator, JCB-205 with excavation quality are eligible etc. in accordance with and so forth in Notice Inviting Tender, General Conditions of Contract.

The quotations have been submitted as stipulated in your Tender Notice. We hereby agree that the said specification, conditions of tender and general Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Authority shall constitute the contract.

We have deposited with the Chief Executive Officer, GMDA an amount of Rs. ----- (in words) vide DD No. ----- of ----- Bank dated ----- as Earnest Money for the tender. Should Authority ask for a break up of our price, we shall submit the same forthwith giving adequate justification to establish its veracity, failing which the Authority may cancel our tender and forfeit the Earnest Money deposited by us.

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

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

Witness \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Name \_\_\_\_\_

Name of Company \_\_\_\_\_

(IN BLOCK LETTER)

Date \_\_\_\_\_

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



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY  
STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

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Tel: 0361- 2529650,  
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No. GMDA/Drainage/3-C/2016/07

Date : 06.01.2018

**NOTICE INVITING TENDER**

Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-71005 ,invites sealed tenders for quotation of rates in sealed cover affixing Court Fee Stamp of Rs.8.25 ( Rupees Eight and paise twenty five) only from experienced and resourceful firms and contractors for manning, operation and maintenance of following machineries to be operated in various water Bodies/ channels within greater Guwahati City area.

| Sl.No | Name of Machineries                 | Bid Document Price                    |
|-------|-------------------------------------|---------------------------------------|
| 1     | Amphibious Excavator,JS-205 – 2 Nos | Rs.1000.00 (Rupees One thousand) only |
| 2     | Amphibian Dredger, Big Float – 1 No | Rs.1000.00 (Rupees One thousand) only |

Last date & time of receiving tenders 24<sup>th</sup> January/ 2018 at 14.00 hours. Tenders will be opened on the same date at 15.00 hours. In case of Govt. Holiday or closure of office due to unforeseen reasons the tenders receiving and opening will be on the next working day at same time and venue.

Interested bidders may obtain non transferable bid document for each type of machine by submitting non-refundable demand draft for Rs.1000/-( Rupees One Thousand) drawn in favour of “ Chief Executive Officer “ Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-71005 , Assam(India). Tender documents will be available for sale from 08<sup>th</sup> January/2018 between 10.00 hours to 16.00 hours(IST) on any working day from the office of the undersigned.

The tender documents can be downloaded from GMDA website [http:// www.gmda.assam.gov.in](http://www.gmda.assam.gov.in). Applicant submitting the downloaded version would need to pay the cost of tender documents along with an application. A signed declaration stating that no alteration has been made in any form in the downloaded tender documents is to be enclosed with the tender by bidder for downloaded tenders.

**(Non- attachment of declaration & Money receipt will be liable to rejection of tender)**

The amendment/clarification, if any to the document will be available on the above website. Details of items of work, terms & conditions, special conditions, agreement etc. will be available in the bid document.

Sd/-

**Chief Executive Officer**

Guwahati Metropolitan Development Authority  
Bhangagarh, Guwahati-781005

Memo No. GMDA//Drange/3-C/2016/07 - A

Date : 06.01.2018

Copy for favour of information and necessary action to the :-

1. The P.S to the Chairman, GMDA, Bhangagarh, Guwahati-5.
2. The Chief Engineer, GMDA for information & necessary action.
3. The Chief Account Officer, GMDA for information & necessary action.
4. The DIPR, Dispur, Guwahati-6 for publication in one issue of National & Local daily each.
5. Sri Saytajit Bora, IT Consultant GMDA for uploading the notice in the website.

Sd/-

**Chief Executive Officer**

Guwahati Metropolitan Dev. Authority  
Bhangagarh,Guwahati-781005

# **CONDITIONS FOR OPERATION & MAINTENANCE:**

## **CONTRACT FOR MANNING, OPERATION AND MAINTENANCE OF AMPHIBIOUS EXCAVATOR,JS-205 for one year contract**

### **A. GENERAL CONDITIONS OF CONTRACT:**

#### **1. DEFINITIONS:**

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

- (a) **Contract:** Means the document forming the tender acceptance thereof and the formal agreement executed between the GMDA and the firm together-with documents referred to therein.
- (b) **Contract sum :** Means the amount arrived at by multiplying the numbers with the respective category rates as allowed.
- ( c ) **Contractor:** means the successful tenderer/ bidder who is awarded the contract to perform the work covered under the tender/documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the CEO, GMDA.
- (d) **Authority:** Means the Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-781005, Assam, India and includes therein legal representatives, successors and assign.
- (e) **Day:** Means a calendar day beginning and ending at mid night.
- (f) **C. E. O.:** Means Chief Executive Officer of Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-781005, Assam, India.
- (g) **Engineer-In-Charge** Means the Officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of and/or the CEO,GMDA. Officer appointed by the GMDA or its duly authorized representative to direct, supervise and be In-charge of the works for the purpose of this contract.
- (h) **Work Order:** Means a letter from the CEO, GMDA conveying the acceptance of tender/offer subject to such reservations as may have been stated therein.
- (i) **Month:** Means the Calendar month.
- (j) **Machine :** Means the Amphibious Excavator, JCB-205 belonging to the Authority for which manning is to be provided.
- (k) **Week:** Means seven consecutive calendar days.
- (l) **Work/works:** Means work/works to be executed in accordance with the contract.

## **2. INTERPRETATIONS:**

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

## **3. EARNEST MONEY & SECURITY DEPOSIT FOR PERFORMANCE:**

Eligible tenderer having minimum two years of working experience for operation and maintenance of similar type of floating and amphibious type. Machineries can submit tenders with the following documents :

- 3.1 The contractor will have to deposit earnest money @2% of the contract value for one year contract along with the sealed tender . Non submission /deposit of earnest money will forfeited the tender and cancelled.
- 3.1. The contractor will be required to furnish Performance Security for the due fulfillment of the contract for an amount of 10% of the contract value for one year contract .before signing of the agreement. The Security amount will be accepted in the form of crossed Demand Draft on any Nationalized Bank or Scheduled Bank of India, in favor of CEO, GMDA payable at Guwahati or in the shape of Bank guarantee. The Bank Guarantee for the Performance Security may be initially for a period of one year which is to be extended by the contractor before the expiry on yearly basis and this Performance Security will be kept valid for 90 days beyond the currency of the contract. The CEO, GMDA shall have the right to get the Bank Guarantee extended through the contractor till such time, the contractual obligations are fulfilled. In case the contractor fails to commence the operation after handing over of the vessel to him or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, GMDA at its own discretion encash the Performance Security Bank Guarantee.
- 3.2 The Performance Security and the Security Deposit thus collected from the contractor will be returned only after satisfactory completion of the work. The Security money shall be deposited within 15 days of award of work. Interest will not be paid on security deposit.
- 3.3 If the contractor having been called upon by the CEO, GMDA to furnish the security fails to do so within the specified period; it shall be lawful for the CEO, GMDA:
  - i) To recover the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the authority.

Or

  - ii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work at the risk and cost of the contractor.
- 3.4 No claim shall lie against the Authority either in respect of interest or any depreciation in value of any security.
- 3.5 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the CEO, GMDA to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the CEO, GMDA shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

- 3.6 In case of delay in the progress of work, the CEO, GMDA 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 CEO, GMDA is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or get the measures for rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 3.7 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the CEO, GMDA make good the deficit in his security deposit.

#### **4. REFUND OF SECURITY DEPOSIT:**

The security deposit less any amount due shall, on demand, be returned to the contractor or on payment of the amount of the final bill payable whichever is later, provided the CEO, GMDA is satisfied that there is no demand outstanding against the contractor.

#### **5. CONTRACT DOCUMENTS:**

- 5.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 5.2 The Contractor shall be furnished free of charge two certified true copies of the contract documents.
- 5.3 One copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the CEO, GMDA, his representatives or by other Inspecting officers of the Authority.
- 5.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

#### **6. DUTIES & POWERS OF CEO, GMDA'S REPRESENTATIVE:**

- 6.1 The duties of the representative of the CEO, GMDA are to watch and supervise the works performed by various categories of personnel on board the vessel.
- 6.2 The CEO, GMDA may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the CEO, GMDA and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the CEO, GMDA to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the CEO, GMDA.
- 6.3 If the Contractor is dissatisfied with any decision of the representative of the CEO, GMDA, he will be entitled to refer the matter to the CEO, GMDA who shall thereupon confirm, reverse or vary such decision and the decision of the CEO, GMDA in this regard shall be final and binding on the contractor.

**7. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

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

**8. TERMINATION OF CONTRACT ON DEATH:**

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

**9. CHANGE IN CONSTITUTION:**

Where the contractor is partnership firm, prior approval in writing of the CEO, GMDA shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 7. Hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause - 8.

**10. CONTRACTORS SUPERVISION:**

- 10.1 The contractor shall either himself supervise the performance of various personnel or shall appoint at his own expense a person/persons as his accredited agent approved by the CEO, GMDA, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works.
- 10.2 If the contractor fails to appoint a suitable agent as directed by the CEO, GMDA, the CEO, GMDA shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

## **11. LAWS GOVERNING THE CONTRACT:**

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

## **12. LABOUR:**

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

12.2(a) The contractor shall provide personnel in required numbers for operation and maintenance of Pontoon Mounted Amphibious Excavator to the satisfaction of the CEO, GMDA. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age, the minimum age specified in Indian Labour Law.

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

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

12.3 The contractor shall furnish and deliver fortnightly to the CEO, GMDA or his authorized representative, a distribution return of the number and description by categories of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the CEO, GMDA or his authorized representative, a true statement in respect of the following.

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

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

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

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

- i) Payment of wages Act.1936 (Amended)
- ii) Minimum wages Act. 1948 (Amended)
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.



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

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

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

12.9 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-12 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-12 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause-12 above, the CEO, GMDA without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Clause-12 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the CEO, GMDA shall be conclusive and binding on the contractor.

12.10 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 12.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the CEO, GMDA. The decision of the CEO, GMDA in this respect shall be final & binding.

- 12.11 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the CEO, GMDA shall be entitled to do so and recover the cost thereof from the contractor.
- 12.12 The Contractor shall at his own expense arrange for the safety or as required by the CEO, GMDA, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the CEO, GMDA shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 12.13 In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the CEO, GMDA from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.
- 12.14 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

#### **14. FACILITIES TO OTHER CONTRACTORS:**

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

#### **13. PAYMENT ON ACCOUNT:**

- 13.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the CEO, GMDA for the items of work completed. The CEO, GMDA shall then arrange to have the bills verified with reference to the attendance recorded in the attendance register.
- 13.2 Payment on account for amount admissible shall be made by the CEO, GMDA certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 13.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within on availability of fund subject to the acceptance of the CEO, GMDA.

- 13.4 Payments due to the contractor shall be made by crossed cheque or RTGS mode by the CEO, GMDA or his authorized representative. The option for payment by RTGS mode shall be as per request of the contractor on production of format/declaration as per CVC guidelines. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorized to receive such payments from the CEO, GMDA.
- 13.5 Any interim certificate given relating to work done may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the CEO, GMDA supporting an interim payment shall itself be conclusive evidence that any work to which it relates are in accordance with the same.
- 13.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 13.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

**14. OVER PAYMENTS AND UNDER PAYMENTS:**

- 14.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 14.2 The Authority reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Clause-15 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 14.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any or all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 14.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 14.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the CEO, GMDA or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the CEO, GMDA or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the CEO, GMDA or Authority will be kept withheld or retained as such by the CEO, GMDA or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the Clause-14 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

## **15. MINIMUM EXCAVATION OUTPUT/GUARANTEED OUTPUT:**

The tenderer is required to deploy effectively the Amphibious Excavator, JCB-205 unit at the working site indicated by the Engineer's representative in the minimum/shortest possible period which should not be less than 5 Km per day if the location of the machine is to be changed. Further the minimum excavation output during a period of one month comprising of 25 working days should be at least 15,000 cu.m. and/or advancement of 5 m per hr. during the effective excavation/dredging time. The minimum output in one excavation season of 7 months having at least 134 effective dredging days and 5 hrs./day of effective excavation should be at least 1,00,000 cu.m.

## **16. DISPOSAL OF EXCAVATED MATERIAL:**

The contractor shall alone be liable to identify, arrange for adequate places for disposal of silt, sand and clay and other such material which is a consequence of dredging operations carried out by the machine handed over to the contractor pursuant to this agreement. The contractor understands and hereby undertakes to enter into discussions with third parties such as farmers, fisherman etc. and procure on his own adequate space for the disposal of excavated material. The contractor further understands that the contractor shall not have any claim whatsoever as against IWAI on account of non-availability of space for disposal of excavated material or disputes, differences with such third parties such as landowners, farmers, fishermen etc. where such disputes or differences arise out of or are in relation to contractors obligation of disposal of excavated material.

## **17. DURATION:**

This contract is for a period of one year and extendable on yearly basis up to a total period of three years. The contract will come into force on the day of signing of agreement.

## **18. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:**

### **18.1 MANNING:**

The contractor has to ensure for operating the survey launches and excavation units consisting of backhoe bucket, rake, workboat by qualified/trained, competency certificate holders, personnel with adequate experience in the relevant field for Machine operator, helper, Drivers, Greasers and crews as per the statutory requirement of Inland Vessels Act, 1917 (1 of 1917) and nature of work. The qualification and experience required for each category of personnel are given in Annexure-I. The Dredge master shall be overall in-charge of the dredging unit for its operation, maintenance and running repairs. He shall carry out the dredging operation as per the directives of the Engineer In-charge (E-I-C) or his representative.

### **18.2 Operating Personnel:**

The survey launches, dredgers and other/allied vessels are to be manned for operation with the crew and personnel as given in the bid schedules. Manning ,Operation & Maintenance of machine The bidder has to supply the total requirement of personnel of different categories indicated in a particular schedule. No part supply of manpower is acceptable. The bid will be technically disqualified if it does not cover all categories of personnel for a schedule.

Further, after finalization of the contract if the contractor fails to supply any category of personnel, the contract shall be liable to be terminated by giving ten days notice.

### **18.3 The contractor should maintain adequate number of crew as reserve in their pay roll so that weekly off, Gazetted holidays and other leaves and exigencies can be accommodated by the Contractor.**

All the Crew particularly Master(if any),Engine Driver shall have valid certificates of competency issued by the Statutory Body, such as: State IWT Directorate, State Maritime Board as the case may be. The NINI trained Greasers, Lascars, Sea cunny or with adequate experience of minimum five years from reputed operators are to be deployed. The selection of personnel should be made by giving preference to

persons who have already worked with IWAI in various capacities, got training in NINI the institution run by IWAI as well as Ex-Serviceman having adequate experience in appropriate field. **Fresh candidates without any training and experience should not be supplied as they will not be acceptable to IWAI. The contractor shall comply with the provision of Statutory Authority applicable in relation to execution of works.**

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

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

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

#### **19.1 STATUS OF ENGAGEMENT:**

The engagement of personnel on contract should be done on purely temporary basis. The individual should not have any claim for absorption in IWAI on a regular basis for having been engaged for a specific period. To ensure such action the contractor should enter into an agreement with every individual to the effect that they will not have any claim for absorption on a regular basis irrespective of duration of engagement. Copy of the agreement has to be made available by the contractor to IWAI while engaging a person for fulfillment of the contractual obligation.

#### **19.2 TRAINING TO GENERAL PURPOSE RATING OF NINI AS APPRENTICES:**

The contractor is to provide required apprenticeship training to the General Purpose ratings passed out of NINI and posted on board the dredgers, survey launders and workboats by IWAI. While the necessary stipend shall be paid and monitoring shall be made by NINI, the Contractor may ensure effective on-board training to the candidates under the guidance and supervision of NINI.

#### **20. MINIMUM CONSOLIDATED EMOLUMENTS INCLUDING STATUTORY ALLOWANCES:**

The tenderer has to ensure that minimum remuneration as indicated in the schedules for various categories of personnel are paid to the individuals. All the statutory allowances based on 50% of the monthly remuneration be paid through bank such as PF, ESI, Bonus, Group Insurance etc. are to be provided to each person as prevailing and accordingly tenderer has to ensure for opening the account and deposit to the concerned organization as per the procedure in this regard.

The tenderer while submitting the bid has to confirm that the monthly consolidated remuneration will be transferred to the Account of the individuals maintained in a scheduled bank as well as the statutory allowances that are to be paid to each category of personnel will be deposited with appropriate Authority or organization. Once declared/disclosed same is to be maintained regularly and the valid documentary evidence to be submitted to EIC for reimbursement while raising the monthly bills. In order to have complete transparency in payment of monthly remuneration to personnel it should be done directly through scheduled bank to the account of the individuals. Proof of disbursement in the shape of bank statement or any other standard form should be submitted along with the bill of succeeding month for verification.

#### **21 . SERVICE TAX/ GST:**

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

## **22. ARBITRATION:**

- 22.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
  - (ii) Within thirty (30) days of receipt of such notice from either party the CEO, GMDA or engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen(15) days of receipt of such panel communicate to the CEO, GMDA the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the CEO, GMDA. However, the arbitrator so appointed shall not be an officer or the employee of GMDA.
  - (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the CEO, GMDA then after the expiry of the aforesaid stipulated period the CEO, GMDA, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 22.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the CEO, GMDA shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 22.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 22.4 The Arbitrator with the consent of the parties can enlarge the time, from, time to time to make and publish his award.
- 22.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 22.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs.50,000.00 and above.
- 22.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent, which may be in dispute.
- 22.8 The arbitration and conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.
- 22.9 The Venue of the arbitration proceeding shall be at Guwahati, Assam. It is further to clarify that both parties to this agreement hereby undertake not to have recourse to Civil Court to settle any of their dispute whatsoever, arising out of this agreement except through arbitration.

**23. SCOPE OF WORK:**  
**To man, operate & maintenance of Amphibious Excavator,JS-205:**

The contractor shall deploy the required manpower for the smooth and effective operation of the **Amphibious Excavator,JS-205** for the work mentioned in the ITB. All the function of the machine with the attachment are to be operated, which may involve i) excavation ii)removal of weeds iii) pile erection etc. Further the contractor shall be responsible for:

- i) Providing 8 hours of services per day except the gazetted holidays, Sunday for dredging excavation work as per the direction of GMDA authority.
- ii) Arrange and assist for dumping the dredged spoil at a place as directed by GMDA authority.
- iii) Shall be responsible for arranging all the necessary periodical services of the engine and hydraulic systems as per the standard practice and recommendation of manufacturer of the dredger.
- iv) GMDA may be responsible for major repair and overhauling of the engine other than under guarantee obligation.
- v) The contractor shall not be liable in any manner whatsoever in the event of being prevented or delayed in the performance of any of his obligations under this agreement due to conditions constituting force majeure, which shall include but not limited to strikes, lockouts, concerted action of workman, breakdown of communications, curfews, hartal, Act of God like Earthquakes, cyclones, fire, flood, tsunami, heavy rain, heavy wind, snow falls, heavy cold etc.
- vi) GMDA may extend the assistance and co-operation for smooth dredging operation by providing dumping site, suitable dumb/hopper barge, excavator, tripper/dumper etc. In case of any dumping related dispute with local Inhabitant/Authority, GMDA may provide necessary assistance in this regard for amicable settlement.
- vii) The contractor shall also provide suitable training to GMDA authorized staff/crew on the operation and maintenance of the dredger during the contract period.
- viii) In order to carry out dredging operation through pipelines, the GMDA may provide experienced labour for handling the pipelines, making bunds etc. The same labourer may be utilized for clearing the weeds, their transportation etc.
- ix) The contractor shall make arrangement for providing first medical aid service as appropriate in case of injury to their operators, service Engineers and other staffs/worker.

**24. DURATION:**

This contract is for a period of one year. The contract will come into force on the day of signing of agreement.

**25. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:**

- 25.1 **Manning** – The contractor has to ensure for operating the amphibian dredger by qualified/trained, personnel with adequate experience in the relevant field. The operator/Engine Drivers as per the statutory requirement of Inland Vessels Act, 1917 (1 of 1917) may be deployed. The Project Engineer shall be overall in-charge of the dredging unit for its operation, maintenance and running repairs. He shall carry out the dredging operation as per the directives of the CEO, GMDA or his authorized Engineer In-charge (E-I-C) or his representative. When the dredger is berthed or moored the safety of the dredger isto be ensured by GMDA. Food & other facilities as per labour and Marine Law for the Crew shall be arranged by the Contractor.

**Manning Staff to be supplied by the Contractor for per shift O&M of Amphibious Excavator ,  
JCB-205**

| Sl. No. | Manpower                  | No.in person      |
|---------|---------------------------|-------------------|
| 1       | Operator                  | 1 No              |
| 2       | Greaser Cum Helper        | 1 No.             |
| 3       | Site Engineer/ Supervisor | 1 No.             |
| 4.      | Mechanic                  | 1 No. as required |

**26. MINIMUM CONSOLIDATED EMOLUMENTS INCLUDING STATUTORY ALLOWANCES:**

The contractor has to ensure that minimum remuneration for various categories of personnel are paid to the individuals. All the statutory allowances such as PF, ESI, Bonus, Group Insurance are to be provided to each person as prevailing, and accordingly the contractor has to ensure for opening the account and deposit to the concerned organization as per the procedure in this regard.

**27. SERVICE TAX/GST:**

The service tax/ GST as applicable shall be reimbursed on production of the original receipt/documents and the submission of same by the contractor. The tenderer has to mention clearly whether the rate quoted is inclusive or exclusive of **GST/Service Tax** during submission of Tender papers.

**28. HANDING OVER OF VESSELS:**

**28.1 Handing Over & Taking Over Note:**

The amphibian dredger will be formally handed over to the contractor on signing the Agreement. The contractor shall be responsible for safety and working readiness of the machine and their parts & fittings till such time when the vessel is handed over back to GMDA. GMDA's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility. One detail handing over and taking over note of the machines to be prepared and signed by the contractor and EIC which shall form the part of the contract. The handing over and taking over note shall include the machinery details fitted on board, condition of hull, detail inventory including deck outfit, tools and spare parts. On expiry of the contract period or termination or otherwise, the vessel shall be returned to GMDA as per the handing over and taking over note except the consumables which have been consumed over the contract period. The condition of the hull and machinery are to be checked and ensured that no substantial damages have been sustained while returning the dredger to GMDA.

**28.2 General Upkeep & Maintenance:**

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



**29. REPAIR & MAINTENANCE UNDER GUARANTEE OBLIGATION:**

The contractor being the agent of manufacturer/supplier shall be responsible for making liaison with the machine manufacturer for attending to the repair & maintenance of the Amphibious Excavator. The cost towards labour and spare parts will be borne by the Authority.

**30. CONSUMABLES AND STORES:**

All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, distilled water etc. will be provided by the Authority.

**31. FUEL AND LUBRICANTS:**

Fuel (HSD), grease, lubricants and battery for Main Engine, Gear Box, Hydraulic Oil etc. shall be arranged and provided by GMDA on board of the Amphibious Excavator at regular intervals. The replenishments shall be so arranged that it does not affect the normal operation of the Amphibious Excavator. One suitable method for keeping the record of POL supplied and consumed shall be made by the contractor and same shall be verified and certified by EIC. The contractor have to collect the Fuel (HSD) from the Fuel pumps to dredger working site within Guwahati city area at his own arrangement by vehicles at contractor's cost.

**32. OPERATION:**

The Amphibious Excavators shall be under the operational control of CEO, GMDA or his authorized representative and contractor shall be bound to carry out all legal and feasible operation ordered by the CEO, GMDA or his authorized officer.

**33. INSURANCE:**

For the purpose of insurance the cost of the vessel is to be taken as indicated below:

- a) The vessel including hull, machinery and third party insurance.
- b) Insurance for the Crew deployed by the Contractor.

The insurance for item (a) has to be arranged by GMDA and for (b) it will be the responsibility of the contractor. The documentary proof of all the above insurances will have to be submitted to GMDA by the Contractor prior to commencement of operation.

**34. LAW OF THE LAND:**

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the Contractor at his own cost. GMDA shall be at liberty to deduct appropriate amount from the bills of the contractor in case the contractor fails to comply with the relevant rules, and regulations and the consequential damages which may have to be suffered by GMDA.

**35. PAYMENT:**

The contractor will submit bill on monthly basis. He has to submit his bill/invoice for a month within 8<sup>th</sup> day of the next month along with the log book extract and bills of major repair if any duly certified by the authorized officer, the proof of the payment of emoluments to crew as agreed from month to month basis. All the authentic and correct bills will be processed for payment within 15 days from the date of submission subject to availability of fund. The billing

shall be made by operating hours based on rates quoted for with all category of personnel present on board the Amphibious Excavator as per Attendance Register.

**35. OWNERSHIP:**

Handing over of the Amphibious Excavator for operation & maintenance does not imply any transfer of ownership. GMDA will remain the rightful owner of the vessel in all respects.

In case of any damage to any of GMDA's assets including the vessel due to improper handling/mishandling of the Amphibious Excavator by the contractor or his crew, then the same shall be repaired/renewed to pre-damage status by the contractor forthwith. In case such damages are not repaired/ renewed by the contractor then concerned field officer or EIC shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor. eligible for any charge for a day deemed as idle.

**36. DEDUCTION, PENALTIES AND INCENTIVES:**

The deductions, penalties on account of non-achievement of minimum dredging output of 1,00,000cu.m. in one dredging/working season of twelve months as well as the incentives in case more than the minimum dredging output of 1,00,000 cu. m. is achieved is given in a tabular format below. The penalty/incentive is to be calculated on twelve months (300 days) total charges payable in a working season, excluding the running charges for engines payable for that period

| Sl No. | Minimum Targeted Output(cu.m.) | Achieved Output (cu. m.) | Penalty        | Achieved Output(cu.m.) | Incentive      |
|--------|--------------------------------|--------------------------|----------------|------------------------|----------------|
|        | 1,00,000                       | 1,00,000                 | Nil            | 1,00,000               | Nil            |
|        | 1,00,000                       | 95,000                   | 5% of charges  | 1,05,000               | 5% of charges  |
|        | 1,00,000                       | 90,000                   | 10% of charges | 1,10,000               | 10% of charges |
|        | 1,00,000                       | 85,000                   | 15% of charges | 1,15,000               | 15% of charges |
|        | 1,00,000                       | 80,000                   | 20% of charges | 1,20,000               | 20% of charges |
|        | 1,00,000                       | 75,000                   | 25% of charges | 1,25,000               | 25% of charges |
|        | 1,00,000                       | 70,000                   | 30% of charges | 1,30,000               | 30% of charges |
|        | 1,00,000                       | 65,000                   | 35% of charges | 1,35,000               | 35% of charges |
|        | 1,00,000                       | 60,000                   | 40% of charges | 1,40,000               | 40% of charges |

**37. TERMINATION:**

GMDA reserve the right to terminate the contract any time before expiry by issue of one month's written notice to the contractor. For such foreclosure no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw or foreclose the contract he shall have to give three months notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by GMDA due to such foreclosure of the contract by the contractor will be deducted from the security deposit and performance security and from any balance amount payable to the contractor from this contract or any other contract.

----X-X-X-X----

**AGREEMENT FORM**  
**(For Contract Management of Vessels)**

AGREEMENT BETWEEN

GMDA

AND

CONTRACTOR

This agreement made on this            day of            Two thousand eighteen between the Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-781005, Assam, India (hereinafter called the “GMDA” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and Contractor which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office on the other part.

WHEREAS GMDA is desirous of giving one **Amphibious Excavator ,JS-205** for a period of one year in the various stretches of water bodies and channels of Guwahati city for deploying the same dredger effectively for development of the channels and water bodies to address urban flooding and to maintain the targeted depth to be developed/maintained.

WHEREAS THE CONTRACTOR has agreed to undertake to man, operate and maintain the **Amphibious Excavator ,JS-205** on terms and conditions herein after set forth.

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

- A. (a) The contractor shall undertake to man, operate and **Amphibious Excavator ,JS-205** on the basis of the work of initially for a period of one year. The competent and experienced personnel will be engaged by the contractor on the vessel.
- (b) The contractor shall be responsible for remuneration, medical benefits, insurance, traveling expenses and other statutory dues towards the men engaged by him for the above work.
- (c) GMDA shall pay monthly bills within 8 days of presenting the same by the Contractor based on vessel logbook, deployment/attendance of their manpower during previous month, duly signed by the supervising official of GMDA.
- (d) Normal working hours shall be 8 hrs. per day for 6 days a week. The manpower supplied shall be having holidays (Sunday and Gazetted) other then on exceptional grounds arising for the safety of the machine.
- (e) The contractor shall provide the personnel with working uniforms, safety accessories like boots, helmets, bedding and winter clothing etc., and GMDA shall not be liable to supply any such items except statutory LSA/FFA on board vessels.
- (f) The contractor shall not indemnify GMDA against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
- (g) The personnel shall be deployed under overall control of the Contractor. However Project Engineer/Site In-charge shall report to CEO, GMDA for the proper operation and utilization of the dredger.
- h) The contractor shall be responsible for making liaison with the dredger manufacturer for to the repair & maintenance of the dredger .The cost towards labour and spare parts will be borne by the Authority.
- i) All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, distilled water etc. will be provided by the Authority.
- j) Fuel (HSD), grease, lubricants and battery for Main Engine, Gear Box, Hydraulic Oil etc. shall be arranged and provided by GMDA on board of the dredger at regular intervals. The replenishments shall be so arranged that it does not affect the normal operation of the dredger. One suitable method for keeping the record of POL supplied and consumed shall be made by the

contractor and same shall be verified and certified by EIC. The contractor have to collect the Fuel (HSD) from the Fuel pumps to dredger working site within Guwahati city area at his own arrangement by vehicles at contractor's cost.

- (k) The contractor shall remove any person if he is found unsuitable by the Engineer/Supervisor/Site In-charge of work and replace him with a suitable substitute within 10 days of written intimation in that regard by the Director.
- (l) Engagement on GMDA dredger shall not confer any right on any individual for preference in employment in GMDA or for his continuation in subsequent years.
- (m) No advance payment shall be admissible. Running account bill shall be payable monthly on submission of the bill by the party duly certified by the site in-charge.
- (n) GMDA reserve the right to terminate the contract of contract management of the dredger any time before expiry of one year by issue of one month's written notice to the contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly if the contractor wants to withdraw or foreclose the contract he shall have to give three months notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by GMDA due to such foreclosure of the contract by the contractor will be deducted from the security deposit and performance security and from any balance amount payable to the contractor from any other contract.
- (o) Any loss incurred by GMDA due to the damage to the dredger which is solely attributable to the negligence of the contractor's personnel or causes which are under the control of the contractor will be deducted from the payment due to the contractor.

B. **Remuneration:**

C. **Arbitration:**

D. Details of Correspondence and documents being part of this agreement.

a)

b)

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

**Witnesses, GMDA**

1)

2)

.....

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

**Witnesses of Contractor**

1)

Name of Contractor

(Name).....

**Price Schedule (A)**

**RATE FOR MANNING OF AMPHIBIOUS EXCAVATOR,205 OF GMDA**

**1 backhoe Bucket, 1 Back Hoe Rack,**

**( PRICE BID )**

| Sl.No. | Particulars  | Quantity                                  | Rate to be Quoted per Month<br>(Rate should be quoted both in figure and words) | Remarks |
|--------|--|---|---|---------|
| 1      | Cost for manning, operation and maintenance of 1(one) No. of Amphibian Dredger,( ,Big, float) <b>Amphibious Excavator ,JS-205</b> for 12 Months O & M Contract in single shift of 8 working Hrs per day with machine operator, helpers supervisor/ site engineer including payment of salaries & insurance cover to the staff, staff transportation, boarding & lodging, usage of country boat and supportive manpower, GST/Service Tax etc. | (One) <b>Amphibious Excavator,JCB-205</b> |   |         |

Sd/-

**Chief Executive Officer**

Guwahati Metropolitan Dev. Authority  
Bhangagarh,Guwahati-781005