TENDER DOCUMENT

FOR

Supply and deployment of Technical manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1 during Aug'2026 to Mar'2027

TENDER No. : IWAI/Patna/Admin/Technical Manpower/2026-27

INLAND WATERWAYS AUTHORITY OF INDIA

(MINISTRY OF PORTS SHIPPING AND WATERWAYS, GOVT. OF INDIA)

Gaighat. P.O. – Gulzarbagh, Patna – 800007, Bihar

E-mail : dirpat@iwai.gov.in

Website: www.iwai.nic.in

DISCLAIMER

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this Tender documents to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company/ Firm/Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this tender document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the services and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the tender document / amended Tender document will be made available on the e-procurement portal & website of IWAI.

CHECK LIST

The technical bid shall be submitted online along with scanned copy of the following documents:

i) Original tender document duly signed in all pages by the bidder.

ii) Earnest Money deposited by RTGS/NEFT details or MSME/NSIC certificate shall be scanned and uploaded to the e-tendering web within the period of Bid submission.

iii) Copy of GST registration certificate and PAN.

iv) ITR for last 3 years (F.Y. 2022-23, 2023-24 & 2024-25)

v) Similar work experience/work completion certificate within last 7 years.

vi) Latest bank solvency certificate (issued in the favour of Inland Waterways Authority of India, Patna) for the minimum amount as specified in the tender (not older than 6 months).

vii) Latest EPFO Challan for calculation of no. of manpower in the organisation.

viii) Annual Report / Audited profit loss statement & Balance Sheets, for the last three financial years ending 31st March of the previous financial year (F.Y. 2022-23, 2023-24 & 2024-25) with UDIN verified.

ix) Registration / incorporation certificate of the Company.

x) ESIC & EPFO registration certificate.

xi) ISO Certificate, if any.

xii) Letter of authority for signing and negotiation as per tender.

xiii) Undertaking in regard to clause 3.7 of Section II: ITB

xiv) Scanned copy of any other information if required as per tender to be attached.

xv) Annex -IV: Detail of Bank Account/ Cancelled cheque for e-payment as per tender

xvi) Annex -V Letter of acceptance of Tender documents.

xvii) A signed declaration stating in company letter that salary paid not less than the wages notified under the minimum wages Act of the Government of India or as per agreement signed.

xviii) Letter of Bid (Section IV: Form - 4A) (To be submitted on the letter head of the bidder)

xix) Eligible Project (Section IV: Form – 4B) (To be submitted on the letter head of the bidder)

xx) Form 4C: Average Annual Turnover for the last three financial years ending 31st March of the previous financial year (2022-23, 2023-24 & 2024-25) (To be submitted on the letter head of Chartered Accountant / Statutory) with UDIN.

xxi) FORM 4D: POWER OF ATTORNEY (POA) (***To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and duly notarised. The stamp paper to be in the name of the company who is issuing the Power of Attorney)*** of the authorized person of the bidder as per Section IV: Form - 4D if required.

xxii) Signed declaration by the Bidders (Section IV: Form – 4E) (To be submitted on the letter head of the bidder)

xxiii) Bidder information Sheet as per Section IV: Form 4F (To be submitted on the letter head of the bidder)

xxiv) Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex – V in Section VIII (***To be submitted on the letter head of the Bidder)***

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NOTICE INVITING TENDER (NIT)

INLAND WATERWAYS AUTHORITY OF INDIA,
Ministry of Ports Shipping and Waterways
Govt. of India
Gaighat, PO-Gulzarbagh, Patna-800007, Bihar

NOTICE INVITING TENDER

Tender no: IWAI/Patna/Admin/Technical Manpower/2026-27

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced, reputed manpower supply agencies for **Supply and deployment of Technical manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1 during Aug'2026 to Mar'2027**

Details and Tender document can be downloaded from **03.07.2026 to 09.07.2026** from our web site 'www.iwai.nic.in' and CPPP Portal 'https://eprocure. gov.in/ eprocure/app'. Last date for submission of online bids is **09.07.2026 up to 15:00 hrs** and date of opening of tender is on **10.07.2026 at 15:30** hrs. Submission of online bids will be through https://eprocure.gov.in/eprocure/app.

Director

SECTION-I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports Shipping and Waterways Govt. of India)
Gaighat, PO-Gulzarbagh, Patna-800007, Bihar
Email: dirpat@iwai.gov.in

NOTICE INVITING E-TENDER

Tender no: **IWAI/Patna/Admin/Technical Manpower/2026-27**

IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experience reputed manpower supply agencies for **"Supply and deployment of Technical manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1 during Aug'2026 to Mar'2027"** on outsource basis. The Bid will be placed online at **https:// eprocure.gov.in/eprocure/app.** Tender document may be downloaded from the **https://eprocure.gov.in/eprocure/app.** as per the schedule as given in critical date sheet as under : -

1. Estimated Cost of the work, EMD requirement are as follows: -

Sl. No	Description of works	Estimated Cost (In Rs.) excluding GST	EMD (In Rs. Lakh)	Tender Cost (in Rs.)	Solvency required (in lakh)
1	**"Supply and deployment of Technical manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1 during Aug'2026 to Mar'2027"**	1,16,66,376/-	2.34	5900	46.67

2. **Critical Data sheet:**

Interested parties may download the Tender document online from the website **https://eprocure.gov.in/eprocure/app** and **IWAI's website "www.iwai.nic.in"** and are advised to pay INR 5,900/- (Rupees Five thousand nine hundred only) including GST as the cost of Bid document deposited to IWAI fund through RTGS/NEFT as per account detail mentioned at page no. 16 clause in ITB.

Document Download Start Date	**03.07.2026 (14:00 hrs)**
Bid submission start date	**03.07.2026 (14:30 hrs)**
~~**Pre- bidding date**~~	**Not applicable**
Bid Submission Last Date	**09.07.2026 up to 15:00 hrs**
Technical Bid Opening Date	**10.07.2026 at 15:30 hrs**

Bids shall be submitted online only at CPP website https://eprocure.gov.in/eprocure/app. Manual bids/offline bids shall not be accepted and liable to be rejected.

3. For exemption towards tender fee and EMD, the bidder should submit the certificate from Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro Small and Medium Enterprise (MSME) or are registered with the central purchase organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion(DIPP).

SECTION–II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION II: INSTRUCTION TO BIDDERS (ITB)

1. Background

1.1 Inland Waterways Authority of India (IWAI) is an autonomous body of the Ministry of Ports Shipping and Waterways Govt. of India (GoI). IWAI was setup in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) in the country. Presently, there are 111 declared NWs in the country.

1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland vessels operating on dependable rights of way, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.

2. Introduction

2.1 The Employer will select a Company / Firm (the "Contractor") in accordance with the method of selection specified in Clause 15 & Clause - 16 under Section – II: ITB.

2.2 The name of the Assignment / Job has been mentioned in Section - III: Bid Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference (ToR).

2.3 The date, time and address for submission of the Bids have been given in Section – III: Bid Data Sheet.

2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.

2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

3. Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria:

3.1 Bidder should be one among the renowned organizations those are Private entities or Government entities. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.

3.2 The Bidder shall meet the Qualification criteria of executing **"Similar Works"** of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a client certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.

3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. **Submitting Work Completion Certificate from the client on its letter head along with supporting documents as mentioned in clause 3.2 above is mandatory to qualify.**

3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditor(s).

3.5 Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in Form 4A, Section IV.

3.6 The similar works experience of parent company / subsidiary / sister Company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid. The Bidder should have experience of supplying at least 10 (ten) qualified technical manpower and 10 (ten) supporting staff to a single client organization.

3.7 The Bidder shall submit an undertaking of submitting the Labour License (i.e. registration under Contract Labour (Regulation& Abolition) Act 1970) within 30 days of issuance

of Letter of Acceptance (LOA). Further, the Bidder shall also submit an undertaking to the extent that the employees will not be paid less than the remuneration notified under this contract.

3.8 The Bidder must be registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State Insurance Act (ESI). The Bidder shall submit copies of EPF & ESI certificates. The Bidder must be registered with under Contract Labour (Regulation & Abolition) Act 1972.The Bidder shall have a local office in the city of the Tender calling Authority OR they will opened local office within two months from the date of issue of work order.

3.9 The Bidder shall also indicate the following:

3.9.1 The Bidder shall have adequate resources for successful execution of the services and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for a minimum amount as indicated in Section - III: Bid Data Sheet.

3.9.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years **(F.Y. 2022-23, 2023-24 & 2024-25).**

4. Pre-Bid Meeting

4.1 ~~A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Bid Data Sheet. Bidders willing to attend the pre-bid meeting should inform the Employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.~~

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

~~The Bidders may put forth their pre-bid queries in the format prescribed in Form 4G, Section IV.~~

5. Clarifications and Addendum

5.1 Bidders may request a clarification on any clause of the document up to the number of days / dates indicated in Section - III: Bid Data Sheet before the Bid submission last date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III:

Bid Data Sheet. No request for the clarification shall be entertained if such request is received by the Employer after the deadline for submitting clarifications.

5.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment, which would be published on the website of IWAI and e-procurement portal.

5.3 At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be made available on **https://eprocure.gov.in/eprocure/app** & on IWAI's website "**www.iwai.nic.in**". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment/clarification, which is posted on the above website from time to time. The bidders shall acknowledge receipt of all amendments. To give reasonable time to the bidders to consider an amendment, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. Declaration on the issue has been built-up in Form 4G, Section IV.

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

6.1 **Earnest Money Deposit (EMD)**

6.1.1 All Bidders shall furnish EMD of the amount as mentioned in Section III: Bid Data Sheet. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India notifications in this regard.

EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS/NEFT in the following account:

i.) Name of Bank Account:	**IWAI FUND**
ii.) Bank Name and Address	**Canara Bank, Main Branch, South Gandhi Maidan, Patna-800001**
iii.) Bank Account Number	**0352105000002**
iv.)IFSC	**CNRB0000352**
v.) MICR Code	**800015002**

6.1.3 Bids not accompanied by EMD shall be rejected as non-responsive.

6.1.4 No interest shall be payable by the Employer for the sum deposited as EMD. The Bidder shall submit the scan copy of RTGS receipt for tender cost and EMD with Transaction ID along with the e-bid.

6.1.5 The EMD of those Bidders who's Financial Bids have been opened but are not selected as "Successful Bidder" would be returned within thirty days of issuance of LOA to the successful Bidder.

6.1.6 The EMD of Bidders who has not qualified for opening of Price Bids in terms of clause 3 & 16 of ITB would be returned within thirty days of opening of Price bid/LOA.

6.1.7 The EMD shall be forfeited by the Employer in the following events:

(i) If Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.

(ii) If the Bidder tries to influence the evaluation process.

(iii) If the lowest Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is liable to be forfeited.

(iv) In case the Bidder, submits false certificate in terms of any documents supported to this Tender.

(v) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of LOA.

(vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.

(vii) If the Bidder fails to furnish the Performance Bank Guarantee in accordance with Conditions of Contract.

(viii) In case of a Bidder revoking or withdrawing his Tender or varying any terms of the Bid without the consent of the Employer in writing.

(ix) In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the Bidder shall not be allowed to participate in the retendering process of the work

6.2 **Cost of Tender Document / Tender Fee**

All Bidders are required to pay the cost of Tender Document as mentioned in Section III: Bid Data Sheet, through RTGS/NEFT. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India notifications in this regard. The cost of Tender Document is Non-Refundable.

i.)	**Name of Bank Account**	**IWAI FUND**
ii.)	**Bank Name and Address**	**Canara Bank, Main Branch, South Gandhi Maidan, Patna- 800001**
iii.)	**Bank Account Number**	**0352105000002**
iv.)	**IFSC**	**CNRB0000352**
v.)	**MICR Code**	**800015002**

6.3 **Bank Solvency**

All Bidders shall submit Bank Solvency certificate from a nationalized / scheduled bank in India for a minimum amount as mentioned in Section - III: Bid Data Sheet.

The bank solvency certificate (issued in the favour of Inland Waterways Authority of India, Patna) submitted by the Bidder shall not be older than six month from the Bid Submission Last Date. In case Bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.

6.4 **Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST and all other relevant taxes shall be paid as per existing rules and regulations at the time of payment.

6.5 **Currency**

Bidders shall express the price of their Assignment / job in **Indian Rupees (INR).**

6.6 **Language**

The Bid as well as all related correspondences exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this tender document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting document submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.7 **Bid Validity**

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

6.8 **Number of Bids**

A Bidder can submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

6.9 **Bids by Joint Venture (JV) / Consortium**

Not allowed

7. Conflict of Interest

7.1 Employer requires that selected bidder (the "Contractor") provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.

7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(a) **Conflicting Activities**: A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than design and build assignment/job for a project shall be disqualified from providing design and build assignment/job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than design and build assignment/job resulting from or directly related to the firm's design and build assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than design and build assignment/job are defined as those leading to a measurable physical output; for example, surveys, exploratory drilling, aerial photography, satellite imagery etc.

(b) **Conflicting assignment/ job:** A Contractor {including its Personnel and Sub-Contractor(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Contractor to be executed for the same or for another Employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.

(c) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

7.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment.

7.4 No agency or current employees of the Employer shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the contractor himself or any of his employees or representatives are found to be persons / person who have held Class I post under IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as contractor, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with this clause, IWAI shall be entitled to recover from him such damages as my be determined by the Engineer in Charge with due regard to the inconvenience caused to IWAI on account of such termination without prejudice to IWAI's right to proceed against such officer.

8. Acknowledgement by Bidders

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

8.1 Made a complete and careful examination of this Tender;

8.2 Received all relevant information from the Employer;

8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;

8.4 Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in

terms of Clause 5.2 & 5.3 above;

8.5 Acknowledged that it does not have a Conflict of Interest; and

8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9. Guidelines for e-submission of the Bids

9.1 The Bids should be submitted online through Central Public Procurement Portal for e-Procurement **https://eprocure.gov.in/eprocure/app.**

9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering

9.3 Bidder should enroll in the e-Procurement site **https://eprocure.gov.in/eprocure/app** using the option available "*Enroll Here*" on the home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.

9.4 Bidders need to login to the site through their user ID / password chosen during enrolment / registration.

9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY / TCS / node / e-Mudra or any Certifying Employer recognized by CCA India on e-Token / Smart Card, should be registered.

9.6 The Bidder should only use the registered DSC and should ensure safety of the same.

9.7 Bidder may go through the Tenders published on the site and download the required Tender documents / schedules in which the Bidder is interested.

9.8 After downloading / getting the Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked.

9.9 If the Bidder wish to seek any clarifications, this may be through e-mail as mentioned in Section – III: Bid Data Sheet. The Bidder should also take into account the addenda / corrigenda published before submitting the Bids online.

9.10 Then the Bidder may log into the site through the secured log in by giving the user id / password chosen during enrolment / registration and then by giving the password of the e-Token / Smart card to access DSC.

9.11 Bidder will then select the tender which he / she is interested in by using the search option & then moves it to the '*my favorites'* folder.

9.12 From the favorite's folder, he selects the tender to view all the details indicated.

9.13 It is construed that the Bidder has read all the terms and conditions before submitting his / her offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in general PDF / xls / rar / jpg formats. If there are more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Bid Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same can be uploaded, if permitted.

9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "*My Space"* option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.

9.16 Bidder should submit the Tender Fee and EMD for the amount as specified in Section – III: Bid Data Sheet. The original payment instruments should be posted / couriered / given in person so as to reach to the Employer on or before bid closing date & time. Scanned copy of the instruments for both these payments should be uploaded as part of the offer.

9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.

9.18 The Bidder has to select the payment option as offline to pay the Tender Fee and EMD as applicable and enter details of the instruments.

9.19 The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.

9.20 The Bidder has to scan digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and

uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Tender document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender Document.

9.21 The Bidder has to upload the relevant files required as indicated in the cover content as enumerated in clause 10 below.

9.22 If the price Bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified / replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.

9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.

9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.

9.25 The Bidder should ensure that the Bid documents submitted are free from virus. If the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.

9.26 The time settings fixed in the server side and displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.

9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.

9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the

Tender opening by the authorized Bid openers.

9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.

9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.

9.31 Any queries relating to the Tender document and the Terms & Conditions contained therein should be addressed to the TIA for a Tender or the relevant contact person indicated in the Tender.

9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10. Submission of Bids

(i) The payment instruments in respect of Tender Fee & EMD, must be deposited IWAI Fund as per account detail mentioned at page.16.

(ii) Online Bids submitted without copies of original payment instruments towards Tender Fee & EMD shall automatically become ineligible and shall not be considered for opening of bids.

(iii) In case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence in support of the claim must be delivered to the office of authorized representative of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.

(iv) The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.

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

It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/ remuneration mentioned in the table under “Form Fin-3: Details of Cost” to the deployment of Technical manpower on outsource basis every month through RTGS to the respective bank account(s) of the outsourced staff and submit the proof. The bidder therefore has to quote in the BOQ only their service charges as a percentage of the estimated cost mentioned in the NIT.

10.1 **Cover – I: Technical Bid**

10.1.1 **Part – I**

a. Proof of Tender Fee as specified in Section – III: Bid Data sheet or claim of exemption with supporting documents.

b. Proof of EMD as specified in Section – III: Bid Data Sheet or claim of exemption with supporting documents

c. Proof of Bank Solvency for the minimum amount as specified in Section – III: Bid Data Sheet

d. Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex – V in Section VIII

e. Letter of Bid (Section IV: Form - 4A)

f. Signed declaration by the Bidders (Section IV: Form – 4E)

~~g. Proof of Office in the Tender calling authority city~~

h. Power of Attorney for the authorized person of the bidder as per Section IV: Form - 4D. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving license / Voter's ID etc.) of the authorized representative.

i. Bidder information Sheet as per Section IV: Form 4F

j. Composition / Ownership / Shareholding pattern of the organization

k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / Memorandum of Association of the Company.

l. Registration / incorporation certificate of the Company, ESIC & EPFO registration certificate along with Labour license.

m. Original tender document ~~with minutes of the pre-bid meeting~~ and all addenda & corrigenda issued till last date of bid submission date duly stamped and signed by the authorized signatory of the bidder.

Note: If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership

deed and current business address of all the partners of the firm shall also accompany the Tender.

10.1.2 **Part – II**

a. Annual Report / Audited Balance Sheets, for the last three financial years ending 31st March of the previous financial year (F.Y. 2022-23, 2023-24 & 2024-25)

b. GST Registration certificate

c. Income Tax Return (ITR) filed by the Company for the last three financial years(F.Y. 2022-23, 2023-24 & 2024-25) UDIN verified

d. PAN card of the Company/Firm.

e. Section IV: Form - 4C for Average Annual Turnover

f. Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex - IV & V in Section IX.

10.1.3 **Part – III**

Complete Company Profile including the following details:

a. Background of the organization

b. Client completion certificate on client letter head for Similar Woks executed by the Bidder in the last seven years. The submitted certificates shall comply with the conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Section IV: Form - 4B.

c. List of Litigation History

d. EPF & ESI Certificates

e. Undertaking in regard to clause 3.7 of Section II: ITB

f. Form 4L: List Ongoing Assignments along with Work Orders on client letterhead.

It may be noted that the Technical Bid shall not contain any reference to the fee.

10.2 **Cover - II: Financial Bid**

Financial Bid in excel format (BoQ_XXXXX) provided along with this Tender as Form Fin – 1,2,3 of Section V shall be

used for quoting service charge/ offer.

(i) The bidder therefore has to quote in the BOQ only their service charges as a percentage of the estimated cost mention in NIT.

(ii) While working out the price bid, following points should be noted:

a. All duties, taxes, royalties and other levies payable by the Bidder for executing the Contract, shall be included in the service charge quoted by the Bidder except for GST which will be paid as per existing rules and regulations at the time of payment. **The Service charges for service provider quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment**. Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount, against submission of proof of change in Tax on work done amount. However, this would be entertained only if the Bidder has submitted its breakup with effective weight age, otherwise it would be presumed that the Bidder would absorb the same in his quote.

b. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

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

11. Extension of Bid Submission Date

11.1 The Employer may extend the date of submission of bids by issuing an addendum / corrigendum and uploading the same on Employer's website and e-procurement portal.

12. Late Proposals

12.1 Online proposals received by the Employer after the specified bid submission date & time or any extension thereof, pursuant to Clause – 11 above, shall not be considered for evaluation and shall be summarily rejected.

13. Liability of the Employer

13.1 The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The Employer shall not be liable for failure of online submission of bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under Clause - 9 of ITB, has been read and understood by the bidder. The submission of hard copy is not a mandatory requirement. However, if the Bidder submits hard copy of the bid, it shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

14. Modification / Substitution / Withdrawal of Bids

14.1 The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission.

No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.

15. Bid Opening and Evaluation Process

15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.

15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Bid Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause - 14 above shall not be opened.

15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR and by applying the eligibility & evaluation criteria, sub-criteria specified in Clause – 3 & 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in Clause - 3 and Clause - 16 of ITB. Only responsive Proposals shall be further taken up for evaluation.

15.4.1 A Bid shall be considered responsive only if:

a. It is received by the Bid submission date and time including any extension thereof, pursuant to Clause – 11 above;

b. It is accompanied by the EMD & Tender Fee as specified in Clause 6.1 & 6.2 above;

c. It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal);

d. It does not contain any condition or qualification or suggestion; and

e. It fulfils the eligibility & qualification criteria stipulated in Clause 3 and Clause 16.1 of ITB.

15.5 After ascertaining the responsiveness of the bid, evaluation of each responsive Bid will be done as per clause 16.2 below. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.

15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.

15.7 At the time of the online opening of the 'Financial Bids', the names of the technically qualified Bidders along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.

15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

16. Qualification Criteria & Bid Evaluation

16.1 **Minimum Qualification Criteria**

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.2 of ITB. Not satisfying any of the qualification criteria shall render the bid non-responsive and financial bids of such bidders shall not be opened.

16.1.1 **Qualification Criteria for Works**

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

a. 3 similar completed services each costing not less than the amount equal to 40% of the estimated cost put to this tender, or

b. 2 similar completed services each costing not less than the amount equal to 50% of the estimated cost put to this tender,

or

c. 1 similar completed service costing not less than the amount equal to 80% of the estimated cost put to this tender

Note: The value of the "Completed Work(s)" considered by the Bidders shall be rounded off to the nearest two digits

For this purpose, "**Similar Works**" has been defined in Section III: Bid Data Sheet.

16.1.2 **Qualification Criteria for Average Annual Turnover for last three (03) financial years**

At least 3 times of the estimated cost of this work to qualify for this work.

16.1.3 The minimum qualification, essential/desirable experience for each personnel to be engaged on out sourced basis shall be as defined in clause Point 4.C of Section – VI Terms of Reference (ToR).

16.1.4 In case a bidder fails to meet the eligibility, criteria stipulated in Clause 3 of ITB along with above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.

16.2 **Bid Evaluation**

16.2.1 The Bids shall be evaluated based on the eligibility & qualification criteria mentioned in Clause 3 & 16 of ITB. In case a bidder fails to meet the above-mentioned eligibility & qualification criteria, their bids shall be treated as non-responsive and financial bids of such bidders shall not be opened.

16.2.2 The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of clause 3 & 16 of ITB would be as stipulated in Section III: Bid Data Sheet.

16.2.3 Technical Evaluation

The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders who's Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing.

Financial Evaluation& Final Evaluation

Price Bids of only those bidders who obtain the minimum qualification marks prescribed above will be opened and evaluated for final award of the Tender. The work will be awarded to the bidder who quotes the lowest amount as per the financial bid format. However, in case of two or more bidders quoting the lowest amount (same) the bidder who is ranked higher in the technical bid evaluation amongst them will be awarded the work. If the score/marks in technical bid will also same more than one bidder, then whose credentials/work experience value is more amongst them will be awarded the work.

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

a. that affects in any substantial way the scope, quality, or performance of the Works;

b. that limits in any substantial way, inconsistent with the tender document, the Employer's rights or the bidder's obligations under the contract; or

c. whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of Section V of tender document.

16.2.5 The estimated effect of price adjustment (if any) provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

16.2.6 The services will be awarded to the Bidder as per procedure mentioned below:-

* The Employer shall issue a Letter of Award to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
* The Consultant/Agency will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Tender Document, within 15 days of issuance of the Letter of Intent.
* The Consultant/ Agency is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

17. Award of Contract

17.1 The Employer shall issue a LOA to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).

17.2 The Contractor will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of performance bank guarantee, within 21 days of issuance of the LOA.

17.3 The Contractor is expected to commence the Assignment / job at the location specified in Section III: Bid Data Sheet.

18. Labour License After issue of work order, the Contractor shall obtain labour License as applicable under Contract Labour Act against work order and submit to this office within 30 days from issuance of work order.

19. DETAILS OF OFFER

i) IWAI reserves the right to segregate the work to one or more parties without assigning any reason thereof.

ii) IWAI has the right to reject any or all of the tenders without assigning any reasons and will not be bound to accept the lowest or any other tender or to give any reason for such decision.

SECTION - III: BID DATA SHEET

SECTION III: BID DATA SHEET

Reference	Particulars	Description
ITB 2.1	Employer	The Director, Inland Waterways Authority of India (IWAI), Gaighat, P.O.-Gulzarbagh, Patna-800007, Bihar (E-mail : dirpat@iwai.gov.in)
ITB 2.1	Method of Selection	Least Cost System (LCS) selection method
ITB 2.2	Name of the Assignment / Job	Supply and deployment of Technical manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1
ITB 2.3	a) Date for submission of Bid and end date b) Address for submission of POA & payment instruments (Tender Fee & EMD)	**Date of submission :** 03.07.2026, Time 14:30 Hrs (IST) **End date of Submission :** online submission on **09.07.2026 at 15:30** Hrs (IST) **Address :** Director, IWAI, Gaighat, P.O.-Gulzarbagh, Patna-800007, Bihar
-	Estimated cost of this work	INR 1,16,66,376/- Lakh excluding GST
ITB 6.1	EMD	INR 2.34 lakh
ITB 6.2	Tender Fee	INR 5,900/- including GST Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account: i. **Name of Bank Account:** IWAI Fund ii. **Bank Name and Address: Canara Bank, Main Branch, South Gandhi Maidan, Patna- 800001, Bank Account number: 0352105000002 IFSC: CNRB0000352**
ITB 6.3	Minimum Bank Solvency	40% of the estimated cost of this work i.e. Rs. 46.67 lakh.
ITB 6.7	Bid Validity Period	120 days after last date of Bid Submission

Reference	Particulars	Description
ITB 3.2&ITB 16.1	Similar Works	"Similar Works" means supply and service of of Technical Manpower, Civil/Mechanical/ Marine/Hydrographic Survey Works. However, the manpower to be supplied shall have experience in Dredging, River training work & Hydrographic Survey executed/performed in last 5 years. and Other supporting staff like Accounts Executive, MTS, DEO, PA, River Pilot, etc is relevant to same line of similar works will be considered.
ITB 6.9	**JV / Consortium**	***JV/ Consortium not allowed***
ITB 10.1	Authorized Representative	**Name:** .....
ITB 10.3	Contract Duration	One year from the date of issue/acceptance of the work order and extendable on satisfactory performance for further Six months.
ITB 15.3	Bid Opening date	**Date : 10.07.2026** **Time : 15:30 hrs**
ITB 16.2.3	Technical Evaluation	The points earmarked for evaluation of Technical Bids would be as follows: **Please refer to Table No : ITB 16.2.3 & ITB clause no- 3 & 16 for details of Technical Evaluation.**
ITB 17.3	Location of Assignment	Under the Jurisdiction of RO, IWAI, Patna
-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
-	Performance Guarantee	5% of the quoted amount in the form of irrevocable bank guarantee from nationalized / scheduled bank or through RTGS/NEFT as per account detail at page no. However, bank guarantee will not be treated as security deposit.
-	Security Deposit	5% of the quoted amount in terms of the General Conditions of Contract.

TABLE NO : 16.2.3

Technical Evaluation

The Bidders will be screened at the first level on the basis of the minimum eligibility criteria as indicated in below.

The points earmarked for evaluation of Technical Bids would be as follows:

Sl. No	Attributes	Max. Marks	Evaluation		Remarks
1	Number of years of experience of providing similar works Technical Manpower Services.	25	Up to 5 years	15	
			5 – 7 years	20	
			Above 7 years	25	
2	Average Annual Turnover for the last three FY i.e. 2022-23, 2023-24 and 2024-25 UDIN verified	15	Between – 300%-400% of the Estimated Cost	5	
			Between 401%-500% of the Estimated Cost	10	
			Above 500% of the Estimated Cost	15	
3	The Bidders relevant experience for the assignment as indicated in Clause 16.1.1 of ITB, Section II in the last 7 years substantiating the same with submission of work done/Work completion certificate only (**Work order or execution of agreement shall not be considered**)	35	1-3 Projects	20	
			4-6 Projects	30	
			More than 6 projects	35	
4	Number of Manpower on Roll of the bidder as on Bid submission Last date	20	Between 25-50	10	**Latest EPFO challan to be submitted against this criteria**
			Between 50-100	15	
			Above 100	20	
5	**ISO certified Organisation**	5	-		
	Total	100			

The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders who's Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing.

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM 4A: LETTER OF BID

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

To,

Director, IWAI,
Gaighat, PO-Gulzarbagh,
Patna-800007, Bihar

Sub:.....*(insert name of the work)*

Dear Sir,

1. Having examined the information and instructions for submission of tender, General & Special Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We .....*(Name of Bidder)* hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am / are tendering for the works mentioned in the table below and submitting the EMD in the form of RTGS / NEFT in favour of IWAI Fund payable at Patna from Nationalised / Scheduled bank of India or valid exemption certificate as per the details given therein:

S. No.	**RTGS / NEFT**		**Bank Guarantee**		**Total EMD (INR)**
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address) or valid exemption certificate for respective work	Amount (INR)	Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)	
1					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of ..... days *(insert number of days of Bid Validity)*from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our EMD, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on EMD and/ or Security Deposit.

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

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

8. **I/We also declare that the firm has not been debarred / blacklisted during the last three years**. Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.

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

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

Date …….

Signature ……

Name …….
Designation ……

Duly authorized to sign & submit
tender for an on behalf of

(Name and address of firm)

M/s ……

Telephone no's……FAX No……
Email ID: ……

FORM 4B: ELIGIBLE PROJECTS

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

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

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

"Similar Works[1]" have been defined in Section III: Bid Data Sheet

S. No.	Client Name[2], Name of work & location of project	Contract Value in INR / Financial value of similar work satisfactorily completed	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work).	Remarks

Firm's Name : .....

Authorized Signature : .....

Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year simple annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).

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

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

3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

FORM 4C: AVERAGE ANNUAL TURNOVER
(Tobe submitted on the letter head of Chartered Accountant / Statutory Auditor)

Sl. No.	Financial Years	Annual Turnover in INR
1.	2022-23	
2.	2023-24	
3.	2024-25	
4.	Total (1+2+3)	
5.	Average Annual Turnover	

Certificate from the Statutory Auditor

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

Name of Authorized Signatory
Designation:

Name of Firm:.....

(Signature of the Statutory Auditor Seal of the Firm with UDIN)

FORM 4D: POWER OF ATTORNEY
(To be executed on non-judicial stamp paper of appropriate value in accordance
with relevant Stamp Act and duly notarised. The stamp paper to be in the name of the company who issuing the Power of Attorney)

Know all men by these presents, We, ...*(name of organization and address of the registered office)* do hereby constitute, nominate, appoint and authorize Mr./Ms. .....son / daughter / wife and presently residing at .....who is presently employed with / retained by us and holding the position of ....., ... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "**.....***(insert name of the assignment)*". The selection of Contractor for Inland Waterways Authority of India (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Employer.
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

(Signature, Name, Designation and Address)

Witnesses:

1......

2. .....

Accepted

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

Notes:

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

FORM 4E: DECLARATION BY THE BIDDERS
(To be submitted on the letter head of the Bidder)

To,

Date:.....

Director, IWAI
Gaighat, P.O.-Gulzarbagh,
Patna-800007, Bihar

Kind Attention:.....*(insert name of authorized representative)*

Sub: Declaration from the Bidder

Tender Reference No:.....

Dear Sir,

This is with reference to the above mentioned Tender document.
We hereby make the following declarations:

1.	☐	No alteration has been made in any form in the Tender document downloaded from the website of IWAI and e-procurement portal.
2.	☐	I / We have not been debarred / blacklisted during the last three years
3.	☐	I / We accept the payment terms of Terms of Reference.
4.	☐	I / We provide our acceptance to all the Terms and Conditions of this tender document.
5.	☐	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
6.	☐	I / We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine
7.	☐	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Note: Please Tick the appropriate box in the above table.

FORM 4F: BIDDER INFORMATION SHEET
(To be submitted on the letter head of the Bidder)

Bidder name: *[insert full name]*
Bidder's Party name: *[insert full name]*
Bidder's Party country of registration: *[indicate country of registration]*
Bidder's year of constitution: *[indicate year of constitution]*
Bidder's legal address in country of constitution: *[insert street/ number/ town or city/ country]*
Bidder's authorized representative information Name: *[insert full name]* Address: *[insert street/ number/ town or city/ country]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* E-mail address: *[indicate e-mail address]*
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above ☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Note:

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

SECTION – V: FINANCIAL BIDS STANDARD FORMS

Form Fin – 2: Summary of Costs

PRICE SCHEDULE

Supply and deployment of Technical Manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1 during Aug'2026 to Mar'2027"

Sl. No.	Description	Qty.	Unit	Consolidated remuneration to be paid per month (in Rs.) excluding GST	Total Amount including ESI & EPF and excluding GST Rs. P.
1	2	3	4	5	6= {(5)*3}
1.1	Work for "Supply and deployment of Technical Manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1 during Aug'2026 to Mar'2027"				
1.2	Total Cost of Work for "Supply and deployment of Technical Manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1 during Aug'2026 to Mar'2027" excluding GST.	8	Month		**11666376**
	Total Financial Bid: Quoted by bidder in percentage at the minimum service charge should be 3.85%. However, those bidder quoting less than the minimum service charge against the given value, bid will be treated as unresponsive and will not be considered on total Cost of above Work as per Sl. No. 1.2 excluding GST and excluding Service charge and all the statutory due as per the provision of labour act and relevant provision of law.			**Select**	**0.00**

NOTE :

1. The rates quoted by the firm shall be excluding of the GST. GST will be payable as applicable.
2. Bidder to quote one single unique% (percentage) against the given value.
3. Bidder to quote minimum service charge should be 3.85%. However, those bidder quoting less than the minimum service charge against the given value, bid will be treated as unresponsive and will not be considered.
4. The financial evaluation shall be based on the above Financial Bid.
5. The above quote includes all costs.
6. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
7. The number of Manpower/Workers may increase or decrease as per requirement.
8. Rates/Wages and others statutory dues may revise as per Govt. orders time to time and the same will be reimbursed on receipt of payment proof.

9. It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in the table under "Form Fin- 3 : Details of Cost" to the deployment of Technical manpower on outsource basis every month and submit its proof evidence. The bidder therefore has to quote in the BOQ only their service charges as a percentage of the estimated cost mention in NIT (para-2) above.

10. If after the opening of financial bids, it is found that any two bidders have quoted similar Service charges, then the bidder who has scored the maximum number of marks will be awarded the work or as per clause no-16.2.3.

11. Travelling Allowance of staff as applicable shall be reimbursed as per the eligibility of the staff, separately on production of bills with supporting document.

12. Agency provides ID CARD, Safety equipments and Dress for all MTS as per approval by the competent Authority.

13. The leave shall be applicable 12 (twelve) days in a calendar year on pro-rata- basis or proportionately basis to the deployed employees and for that a leave register shall be maintained.

Authorized Signature

Name : .....

Designation : .....

Name of Firm : .....

Address : .....

Form Fin – 3 : Details of Costs-BoQ

Supply and deployment of Technical Manpower & other supporting staff for supervision, monitoring and others related works/services for various developmental works (Civil, Terminal, Survey & Mech-Marine) in Kahalgaon-Majhua stretch of NW-1 during Aug'2026 to Mar'2027"

Sl. No.	Description	Qty.	Unit	Rate per month	Amount (Rs.)
1	**Details of Post :**				
1.1	TA/Civil Engineer- (7*8- Aug'26 to March'27)	56	Man-Month	53237.50	2981300.00
1.2	JE/TA/Mechanical/Marine Engineer- (3*8- Aug'26 to March'27)	24	Man-Month	53237.50	1277700.00
1.3	JHS (5*8-Aug'26 to March'27)	40	Man-Month	53237.50	2129500.00
1.4	Account Executive (1*8-Aug'26 to March'27)	8	Man-Month	53319.50	426556.00
1.5	Data Entry Operator (7*8- Aug'26 to March'27)	56	Man-Month	31358.50	1756076.00
1.6	PA to Director (1*8-Aug'26 to March'27)	8	Man-Month	31358.50	250868.00
1.7	River Pilot (7*8-Aug'26 to March'27)	56	Man-Month	31358.50	1756076.00
1.8	MTS (3*8-Aug'26 to March'27)	24	Man-Month	27207.50	652980.00
1.9	MTS cum Storeman (2*8-Aug'26 to March'27)	16	Man-Month	27207.50	435320.00
	Total Cost of PROJECT SUPERVISION SERVICES including manpower costs ESI & EPF and excluding service charge and excluding reimbursable costs				**11666376.00**
1.2	Reimbursable costs				
1.2.1	Travel Expenses (to be reimbursed on the basis of expresses claim by deployed personnel for the tour period as per their entitlement)		Per month		On actual basis
1.2.2	Miscellaneous Expenses Utilities and Communication for field staff as per their entitlements, to perform the contract		Per month		On actual basis
	Note:- GST will be payable on production of deposit proof along with bill.				

SECTION –VI : TERMS OF REFERENCE (ToR)

1. **Introduction**

Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways of the country primarily declared as National Waterways. In March, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways by the National Waterway Act, 2016.

2. **Brief about Project**

Inland Waterways Authority of India (IWAI) want to deploy the renowned Consultancy organizations those are private entities or Government entities having proven competence, capacity and experience in sphere of Marine Infrastructure Industry, Port, Inland Water Transport (IWT) sector and experience in providing competent Technical manpower for executing the intended works i.e. Dredging Project Execution & Management, Bandalling and Hydrographic Survey, Marine Civil Construction, Development of Waterways, Port and Harbour Works and other allied activities.

3. **Objectives**

Supply and deployment of Technical manpower& other supporting staff in IWAI, Patna.

4. **Detailed scope of work :**

4.1 The contractor shall provide the technical personnel & other supporting staff in IWAI, Patna in following manner: -

a) <u>For Technical Assistant/Jr. Hydrographic Surveyor</u>

i. Technical Assistant/Civil Engineer /Junior Engineer/Jr. Hydrographic Surveyor – for Execution, supervision and maintenance of the various work of National Waterways-1 i.e. preparation of monthly cargo report, Operation & Maintenance of terminal, fairway development, 24 hrs navigational aids, longitudinal thalweg survey (MLTS), Detail Hydrographic Survey, preparation of tender, Scheme of various Civil/Mechanical works, inspection of vessel waterways & other relevant work which are executing by various Consultancies in IWAI time to time as per advice of superior.

ii. Ensure full-proof execution and certification mechanism for all the works.

iii. Operate cum Manage the vessel fleet consisting of dredgers, tugs, survey vessels and Cargo vessels.

iv. To co-ordinate with IWT Shippers, IWT operators etc. for cargo movement.

(b) Account Executive-To assist in financial and accounting matters in accordance with finance wing head.

(c) P.A. to Director-To assist the Director in various work as per directive of Director.

(d) DEO –Compile, verify accuracy, short information's, and paper source data for computer entry, review data for error or deficiencies, correct and incompatibilities, generate report, store completed works and perform back operations, provide support in any data related query, receiving and sending email, and any other works assigned from time to time, etc.

(e) M.T.S –Physical maintenance of records, cleanliness and up keeping of the section, delivering & collecting documents, Photo Copying, other clerical works, watch& ward, opening & closing of room, dusting of furniture, etc and any other works assigning by superior Authority.

- (f) River Pilot – Piloting of vessels, Channel checking, Undertaking all other duties and functions for satisfactory completion of the project as representative of Engineer-in-Charge.

4.2 The contractor shall provide the manpower to this office on the basis of their experience to this Authority as per requirement of IWAI for operation, maintenance and monitoring of various development all works under NW-1 project. In case of occurrence of any theft/robbery/loss/damaged to the property of IWAI where manpower is provided by the contractor, the same will be recovered from its RA bills/ security deposit of the contractor.

4.3 The contractor shall supply suitable no. of candidates (at least three no. candidates for each post) for each category so that IWAI have right to take requisite number of candidates in screening / interviews.

4.4 Number of candidates may vary as per requirement.

5. The minimum qualification, essential / desirable experience for each personnel to be engaged shall be as follows: -

Sl. No	**Category**	**Qualification and Experience**
1	Technical Assistant or Engineer (Civil)	Degree in Civil Engineering OR Diploma in Civil with 3 years' experience in organization carrying out works in the relevant field. Desirable: Experience in design or civil structure /Dredging.
2	Junior Engineer (Mechanical/ Marine)	Degree in Mech-marine Engineering OR Diploma in Mech-marine Engineering with 3 years' experience in organization carrying out works in the relevant field. Desirable: Experience in design or civil/ Mech-marine Engineering structure /Dredging.
3.	Junior Hydrographic Surveyor	Degree in Civil Engineering OR Diploma in Civil Engineering with 3 years' experience in Hydrographic/land survey or SR I/II certificate of the Indian Navy with 7 years' experience in Hydrography. Desirable: Experience shall be in the Hydrographic survey & related activity.
4	Accounts Executive	Degree in Commerce from recognized university with at least 3 Years' post qualification experience in audit & accounts in Central/state Govt./PSU/Autonomous/ Statutory organization/other reputed organization or Degree with inter CA/inter ICWA.

5	D.E.O.	Skilled Graduate level with minimum typing speed of 40 words per minute in English & minimum of two year experience. Desirable: Experience shall be in the knowledge of computer and conversant with the working of the computer and essentially well trained and experience in MS office and desirably possess knowledge of LAN Networking.
6	PA to Director	Having computer knowledge with MS office, Excel, Power point, word and short hand type with noting.
7	MTS	Matriculation or equivalent certification from a recognized board/university. Semi-skilled and free from any police case.
8	River Pilot	Five years' experience of marking of navigable channel and snags, knowledge of manning of country boats in river/ canals in all weather conditions, know swimming, should be prepared to live on boat/dengies and capable of adapting himself to the river condition.

Payment Terms

6.1. All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.

6.2. The service provider shall pay the salary / remuneration to the outsourced staff only through ECS **latest by 7th** of the following month without waiting for the clearance of bill from IWAI. The details in this regard will accompany the monthly invoice submitted for reimbursement to IWAI. Also, the statutory remittances claimed from IWAI should be evidenced by relevant documentary proof.

7. Extension of contract

IWAI shall initially award the works up to March'2027, However IWAI reserve the rights to extend the contract for further period as per Clause under ITB 10.3 at the same percentage of services charges rates, terms and conditions of the last year contract (contractor) after getting willingness from the concerned contractor and subject to satisfactorily performance of the works. If the remuneration rates will be enhanced by the competent authority and the same shall be effective/applicable to the concerned staff/employee.

SECTION-VII: GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION VII: GENERAL CONDITIONS OF CONTRACT

18. Definitions

1.1 **Definitions**

1.1.1 **"Employer"** means the Chairperson, Inland Waterways Authority of India and his successors.

1.1.2 **"Authority / Department / Owner"** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairperson, IWAI and includes therein-legal representatives, successors and assigns.

1.1.3 **"Chairperson"** means Chairperson of Inland Waterways Authority of India.

1.1.4 "**Chief Engineer**" means the Chief Engineer of the Authority, as the case may be.

1.1.5 **"Director"** means the Director of the Authority, as the case may be.

1.1.6 **"Deputy Director"** means the Deputy Director of the Authority, as the case may be.

"Assistant Director" means the Assistant Director of the Authority, as the case may be.

1.1.7 **"Contractor"** means the successful Bidder who has been awarded the contract to perform the work covered under this tender document and shall be deemed to include the Contractor's successors, executors, representatives or assigns approved by the Engineer.

1.1.8 "**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.

1.1.9 "**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.

1.1.10 "**Contractor's Personnel**" means the Contractor's Representative and all personnel whom the Contractor utilises 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.

1.1.11 **"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.

1.1.12 **"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 Engineer and the legal successors in title to such person, but not any assignee of any such person.

1.1.13 **"Engineer-in-charge representative / assistant"** shall mean any officer of7 the Authority nominated by the Engineer for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.

1.1.14 "**Contract**" means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1.15 **"Party"** means either the Employer or the Contractor as the case may be and "**Parties**" means both of them.

1.1.16 "**Commencement Date**" means the date notified under clause 12.1.

1.1.17 "**Day**"means a calendar day beginning and ending at mid-night.

1.1.18 **"Week"** means seven consecutive calendar days.

1.1.19 **"Month"** means one Calendar month

1.1.20 **"GCC"** means the General Conditions of Contract.

1.1.21 **"SCC"** means the Special Conditions of Contract.

1.1.22 **"Work / Works"** means work / works to be executed in accordance with the contract.

1.1.23 **"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.

1.1.24 **"Letter of Acceptance"** means the formal letter issued by the Employer to successful bidder to notify the acceptance of the offer of contractor 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.

1.1.25 **"Bill of Quantities"** means the price schedule and complete bill of quantities forming part of the Contract.

1.1.26 "**Contract Price**" means the price as specified in the letter of acceptance subject to additions and adjustments thereto or deductions therefrom as may be made pursuant to the offer.

1.1.27 **"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.

1.1.28 "**Accepted contract Amount**" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works including remedying of any defects.

1.1.29 **"Applicable Law"** means the laws and any other instrument having the force of law in India for the time being.

1.1.30 **"Approval"** means consent by the Employer in writing

19. Interpretations

2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

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

2.3 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.

2.4 **Law and Language**

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

The language for communications shall be English.

2.5 **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,

(b) the Integrity Agreement

(c) the Letter of Acceptance / Firm work order

(d) Special Conditions of Contract

(e) General Conditions of Contract

(f) The priced Bill of Quantities

(g) The Drawings and Annexures.

(h) The Technical Specification

(i) Addendum / Corrigendum

(j) Minutes of the Meeting

(k) Technical Bid

(l) 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.

2.6 **Contract Agreement**

The Parties shall enter into a Contract Agreement within 21 days after the issue of the Letter of Acceptance. 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.

2.7 **Joint and Several Liability**

If the Contractor constitutes (under applicable Laws) a joint venture or consortium of two or more persons/

companies

(i) these persons / companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;

(ii) these persons / companies shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons / companies.

(iii) The Contractor shall not alter its composition or legal status without the written prior consent of the Employer.

20. Signing of Agreement

3.1 (a) The parties to the contract are the contractor and the owner.

(b) **Authority of Persons signing the Contract on behalf of the Contractor**

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Chairman on behalf of Authority may, without prejudice to any other right or remedy of the owner, cancel the contract and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such purchase. The provisions of clause 11 apply to every such purchase as far as applicable.

(c) **Address of the Contractor and notices & communication on behalf of the Owner**

(i) For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post due to The Director, Inland Waterways Authority of India, Gaighat, P.O.-Gulzarbagh, Patna-800007, Bihar The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

(ii) Any communication or notice on behalf of the owner, in relation to the contract may be issued to the contractor by the owner, and such communications and notices may be served on the contractor either by email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the owner.

3.2 **Authority of the Chairman**

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

21. Performance Security & Security Deposit

4.1 **For All Bidders including MSE Registered Firms**

The contractor shall be required to deposit an amount equal to 5% of the contract value of the work as Performance Security in the form of an irrevocable bank guarantee bond of any nationalized / scheduled bank of India in accordance with the form prescribed within 15 days of the issue of the LOA.

4.2 A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as the earnest money in the form of RTGS will amount to security deposit of 5% of the contract value of work. The Earnest money of the successful bidder submitted in the form of RTGS will be retained as Security Deposit. **Bank guarantee will not be accepted as security deposit.**

In case of MSE registered firms, deduction of a sum of 10% of the gross amount of the bill from each running bill till that amount reaches 5% of the contract value of the work as Security Deposit will also be made.

4.3 **Release of Performance Security & Security Deposit**

The Performance Bank Guarantee shall be valid up to the stipulated date of completion plus ninety days beyond that. No claim shall be made against such bank guarantee and such bank guarantee shall be returned to the Contractor within 21 days of the completion of the aforesaid period. In case of extension of time, the Contractor shall get the validity of the Performance Bank Guarantee extended to cover such extension of time of the work.

4.4 The total security deposit shall remain with the Owner till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Engineer is satisfied that there is no demand outstanding against the Contractor.

4.5 No interest will be paid on security deposit.

4.6 If the Contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Owner 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 Owner shall refund the Security Deposit to the Contractor after deduction of cost and expenses that the Owner may have incurred and other money including all losses and damages which the Owner is entitled to recover from the Contractor.

4.7 In case of delay in the progress of work, the Owner shall issue to the Contractor a notice 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 notice or 10 days from issuance of notice whichever is earlier. If the Owner is not satisfied with the explanations offered, he may 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 and if necessary, forfeit the Security Deposit.

4.8 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 any sums which may be due or may become due to the Contractor by the Owner on any account whatsoever. Also in the event of the Contractor's Security Deposit falls short of such deductions or sale, as aforesaid the Contractor shall, within 14 days of receipt of notice of demand from the Employers representative make good the deficit in his Security Deposit.

4.9 In case the contractor fails to commence the operation after handing over of the survey launch to him or when the contractor has defaulted for more than thirty days or when covered from the contract as penalty or deduction and the contractor fails to pay such amount even after due notice is given to him in this regard, the Owner shall at its own discretion encash the bank guarantee furnished as performance guarantee and /or recover the sum from his security deposit.

22. Sufficiency of Tender

5.1 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as

otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.

23. Contract Documents

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

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

6.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good condition and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.

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

24. Discrepancies and Adjustment of Errors

7.1 In case of discrepancy between the Schedule of Quantities and prices, Specifications, the following order of precedence shall be observed: -

(a) Description in the Schedule of Quantities and Prices.

(b) Relevant Specifications and Special Conditions, if any.

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

7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to specifications or from any of his obligations under the contract.

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

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

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

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

25. Duties and Powers of the Engineer–In-Charge Representative

8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the work performed by various category of Technical Manpower with respect to discharge of the intended duty.

8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer- in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been

given by the Engineer-in-Charge.

8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.

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

26. Assignment and Sub-Letting

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

27. Facilities to Other Contractors

10.1 The contractors shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other agency properly authorized by Authority or any 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.

28. Change in the Constitution of

11.1 Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be

The Firm to be Intimated

obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 31 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-31.

29. Commencement of Work

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

30. Works to be carried out in accordance with specification and orders etc.

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

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

(a) Specifications or revisions thereof from time to time

(b) Explanations, instructions etc.

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

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

deemed to be valid.

31. Setting Out the Works

14.1 The contractor shall provide all assistance and adhere to the instruction of E.I.C during the course of the contract.

32. Urgent Work

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

33. Deviations, Variations and Extent

16.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works for any reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

34. Contractor's Supervision

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

17.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the charge of supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused

to the work.

35. Instructions and Notice	18.1	Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
	18.2	All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
	18.3	All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
36. Laws Governing the Contract		The Courts at Patna only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.
37. Work during night or on Sundays and holidays	20.1	Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during Sundays and national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
	20.2	The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/or in extra shifts to ensure completion of works under the contract as scheduled.
38. Technical Man power	21.1(a)	The contractor shall provide personnel in required numbers for the intended work to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
	(b)	**The minimum qualification and essential / desirable experience for each personnel to be deployed is given in Section VI: ToR.**

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

(d) 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 IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the IWAI or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, the IWAI shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the IWAI on account of such termination without prejudice to the IWAI's right to proceed against such officer.

21.2 The contractor shall in respect of personnel employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 amended from time to time and Rules framed there under in regard to all matters provided therein.

21.3 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) 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.

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

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

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

21.6 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-22.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Acts/Laws stipulated in Clause-22.4 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any

default or breach or in connection with any of the provisions of the Acts/Laws/Rules mentioned in Sub-Clause 22.4 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under Sub-Clause 22.4 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

21.7 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 22.4 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

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

21.9 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all Personnel employed for performance of the Works and shall provide all facilities & safety gears in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But

this will not absolve the contractor of his responsibility or otherwise thereof.

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

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

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

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

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

The contractor shall forthwith comply with such

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

39. Force Majeure **22.** 1. The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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

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

23. Liability for damage, defects or imperfections and rectification thereof

23.1 If the personnel supplied by the contractor injure any person or destroy or damage any item belonged to IWAI including the vessel on which they are deployed during the tenure of a contract, the contractor shall upon receipt of a notice in writing in that behalf from Engineer-in-charge make good the same at his cost.

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

23.3 Performance Guarantee/Security Deposit may also beforfeited at the discretion of Authority to partially make good the loss suffered by the Authority

24. Contractor's Liability and Insurance

24.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage by the personal supplied by the contractor.

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

24.3 Provided, however, in an eventuality as mentioned in sub-clause - 25.2 above, the following provisions shall also have effect:

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

(b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

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

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

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

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

(ii) Property liability limits for each accident not less than Rs. 1,00,000/-

(iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till legacy of the contract.

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

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

25. Foreclosure of contract in full or in part due to abandonment or reduction in scope of work

25.1 If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge (with the prior approval of competent authority mentioned in scheduled 'B') shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not

derive in consequence of the fore closure of the whole or part of the works.

26. Termination of contract on death

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

27. Carrying Out Part of Work at The Risk and Cost of The Contractor

27.1 If the contractor

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

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

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

behalf by the Engineer-in-Charge.

27.2 The Engineer-in-Charge without invoking action under clause 37 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:

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

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

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

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

27.6 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to recover the same in accordance with the provisions of the contract.

27.7 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or

entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

28. Completion Time and Extensions

28.1 The Engineer-in-Charge will make available to the contractor the required working environment to enable the contractor to commence & proceed with the execution of the work in accordance with agreed programme.

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

28.3 However, if the commencement of the work (s) be delayed by:-

(i) Force majeure as per clause 23, or

(ii) Abnormally bad weather, or

(iii) Serious loss or damage by fire, or

(iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or

(vi) Non-availability of stores, which are the responsibility of Government to supply or

(vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or

(viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

(Clarification with regard to point (vi) above, the survey launches will be handed over to the contractor and it is the responsibility of the contractor to arrange for any store or tools required during the contract period for maintenance and operation).

28.4 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the competent authority as indicated in Schedule 'B'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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

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

29. Liquidated Damages for Delay

29.1 If the contractor fails to supply the required technical manpower for more than 72 hrs., he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of twice the amount payable to the contractor for the period of non-supply of those number of technical manpower which he has failed to supply or the technical manpower have remained absent and in the event of more than three such occasions of non-supply or absence of manpower or more than 10% of the manpower required to be supplied are either not supplied or remained absent then the compensation to be paid will be at the rate of 1.5 % per month of delay to

be computed on per day basis on the total value of the contract subject to a maximum of 10% of the total value of the contract.

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

29.3 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.

29.4 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

30. When the Contract Can Be Determined

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

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

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

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date

of completion, if any stipulated, on or before such date(s) of completion and docs not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

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

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

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

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

(viii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or

if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

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

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

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

(i) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.

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

(iii) The event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the

execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer·- in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

31. Inspection

31.1 Periodic inspection will be carried out by the EIC or his representative. The contractor can have the inspection schedules finalized with the Engineer-in-charge.

32. Payment On Account

32.1 Bill shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the daily attendance information sheet/ e-attendance sheet.

32.2 Towards its fee for the services rendered to IWAI, the Service Provider shall be paid "Administrative and Management Charges", excluding GST, at the rate approved through the tender in terms of percentage of the Cost to his Organization (CTO) for rendering the actual professional support services to IWAI.

32.3 The Cost to the Service Provider's organization shall be deemed to be such amount / figure which is worked out by totalling all the expenses (including those on account of Remuneration, conveyance, allowances, reimbursements, etc. of the personnel deployed or utilized by the Service Provider for rendering professional support services to IWAI) incurred by the Service Provider on reimbursement basis of the actual amount.

32.4 The service provider will submit the invoices/bills in triplicate on the 6th day of every month for reimbursement along with a declaration that remuneration of all the staff deployed has been paid. Payments to the service provider would be strictly on certification by the concerned officer that the services were satisfactory and attendance as per the bill preferred by the service provider. **The payment shall be made by IWAI within 30 days from the date of receipt of the invoice only on the basis of number of working days**

for which duty has been performed by each manpower. Amount deducted from the bill / claim for the days of absence in a month shall be as per the approved rate per day per person quoted by the service provider.

The invoice(s) shall be accompanied by supporting documents including copies of receipts issued by the personnel/employees to the Service Provider in respect of payment of salary/ remuneration, allowances, reimbursements etc., acknowledgement/ receipts issued by concerned Government Departments in respect of and towards proof of deduction and deposit of GST and others relevant documents etc., as applicable.

Note:*The service provider shall pay the salary / remuneration to the outsourced staff only through ECS by 5th of the following month without waiting for the clearance of bill from IWAI. The details in this regard will accompany the monthly invoice submitted for reimbursement to* IWAI. *Also, the statutory remittances claimed from IWAI should be evidenced by relevant documentary proof.*

33. Taxes, duties and levies etc.

33.1 P.F, Insurance Premium etc. to be paid by the contractor and deposited with the appropriate Authority. Proof of such payment shall have to be attached with the bill of successive month. Regarding GST may be quoted separately in BOQ.

34. Tax Deduction At Source

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

35. Payment of final bill

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

from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

36. Over Payments And Under Payments

36.1 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 any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.

36.2 The Authority reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected not- withstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 40 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

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

36.4 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.

36.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under

the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in- Charge or Authority or till his claim arising out of in the same contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 40 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.

37. Finality clause

37.1 It shall be accepted as an inseparable part of the contract that in matters regarding contract specifications, mode of procedure and the carryout of the work, the decision of the engineer-in-charge which shall be given in writing shall be final and binding on the contractor.

38. Sum Payable by Way of Compensation to be considered as Reasonable without preference to actual Loss

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

39. Settlement of disputes & arbitration.

39.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or

abandonment thereof shall be dealt with as mentioned hereinafter:

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

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

39.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 40.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.

39.3 Further, within thirty (30) days of receipt of such notice from either party, the Engineer-in-Charge of work at the time of such dispute shall send to the Contractor a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel

communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.

Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

39.4 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman IWAI shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

39.5 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.

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

39.7 A notice of the existence in question dispute or difference in connection with the contract unless served by either party within 30 days after the issue of Defects Liability Certificate, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

39.8 The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the Employer shall be withheld on account of such proceedings except to the extent, which may be in dispute.

39.9 The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment)

Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder for being inforce shall apply to the arbitration proceeding under this clause.

The Arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

The venue of the arbitration proceedings shall be at Noida. It is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of this agreement except through arbitration.

In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018.

39.10 **Jurisdiction & Venue**

The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the venue of the arbitration proceeding shall be Noida / New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

40. Claims

40.1 The contractor shall send to the Engineer-in-Charge once in every month on account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself

entitled and of all extra work or additional work ordered in writing and which has been executed during preceding month.

40.2 No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.

40.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

41. Interest

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

42. Removal of Contractor's Men

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

43. Termination of Contract in Full or in Part

43.1 If the contractor

(i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

(ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in

that behalf by the Engineer-in-Charge ; or

(iii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

(iv) IWAI 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 IWAI due to such foreclosure of the contract by the contractor will be deducted from the performance security and from any balance amount payable to the contractor from this contract or any other contract.

43.2 **Risk & Cost**

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

(ii) Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the Owner from the Contractor, shall be decided by the Chairman.

44. Sustainability of JV Not Applicable

SECTION –VIII : ANNEXES

ANNEX - I INTEGRITY AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and signed by the Bidder and the same is to signed by the Authorized Signatory / Competent Employer on behalf of IWAI)

This Integrity Agreement is made at ..... on this .....day of 2026

BETWEEN

Chairperson, Inland Waterways Authority of India represented through.....*(insert name of authorized representative)*, Inland Waterways Authority of India, Gaighat, P.O., Gulzarbagh, Patna-800007, Bihar

IWAI, (Hereinafter referred to as the 'Employer', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company)through ..... (Hereinafter referred to as the (details of duly authorized signatory)"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble:

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for"**.....***(insert name of assignment)*"

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or

"Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge of or becomes aware,

during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be

allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means of a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14days' notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the

tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Contractor or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Employer.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption

prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors

1) The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractor.
3) The Employer will disqualify Bidders / Contractors, who do not submit, the duly signed Integrity Pact between the Employer and the Bidder / Contractor, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires 18 months after the completion of work under the contract.

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

Article 7: Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
2) Changes and supplements need to be made in writing. Side agreements have not been made.
3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. .....

(Signature, name and address)

2. .....

(Signature, name and address)

Place : .....

Date : .....

ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Chairman/Chairperson
Inland waterways Authority of India
Ministry of Ports Shipping and Waterways Govt. of India
A-13, Sector-1, Noida(U.P.)
Pin- 201301

In consideration of the ..... (hereinafter called **"Employer")** having to enter into an Agreement with M/s ..... (hereinafter called the "**Contractor"**) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for "**.....***(insert name of assignment)***",** 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 Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this Guarantee after 90 days beyond the completion period 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 YOUR RIGHTS UNDER THE GUARNTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will be discharge even there is a 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 2025
for .....
(Indicate the name of bank)

Signature.....
Name of the Officer
.....
(In Block Capitals)
Designation
Code No. .....
Name of the bank and Branch
(SEAL)

ANNEX - III: AGREEMENT FORM

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and signed by the Bidder and the same is to signed by the Authorized Signatory / Competent Employer on behalf of IWAI)

.....*(insert name of the assignment)*

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONTRACTOR FIRM

This Agreement made on this.....day of.....Two thousand nineteen between Inland Waterways Authority of India, ... (hereinafter called the "**IWAI**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at .....(hereinafter called the "**Contractor**", which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

WHEREAS IWAI is desirous of giving "**.....***(insert name of the assignment)***(the "Work")"** as per the Work Order No. .....dated .....in accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

WHEREAS THE CONTRACTOR FIRM has agreed to undertake the "**Work"**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:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall undertake the "**Work"** as per the Work Order No. .....dated ..... in accordance with the

ToR&conditions of contract attached hereto all of which will form part this agreement.

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

   a) Agreement Form
   b) Integrity Agreement
   c) Letter of Acceptance
   d) General & Special Conditions of contract
   e) Schedule of the price bid
   f) Technical Bid
   g) Addenda / Corrigenda
   h) Minutes of Pre-bid Meeting
   i) All Correspondences

The "Contractor" hereby covenants with IWAI to complete and maintain the "Works" in conformity in all respect, with the provisions of the Agreement.

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

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

For and on behalf of	**For and on behalf of**
(Inland Waterways Authority of India)	***(Contractor)***
Signature _____	*Signature*_____
*Name & Designation*_____	*Name & Designation*_____
Stamp	*Stamp*
Witness – I	**Witness – I**
1) Signature_____	1) Signature_____
2) Name & Designation_____	2) Name & Designation_____
Stamp	*Stamp*
Witness – II	**Witness – II**
1) Signature_____	1) Signature_____
2) Name & Designation_____	2) Name & Designation_____

ANNEX -IV: DETAILS OF BANK ACCOUNT

FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM
(To be submitted on the letter head of the Bidder)

NAME OF THE PROJECT:_____

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

Bank Account Number :_____

RTGS/NEFT/IFSC CODE :_____

NAME OF THE BANK :_____

ADDRESS OF THE BRANCH OF THE BANK :_____

BRANCH CODE :_____

ACCOUNT TYPE (SAVING/CURRENT/OTHERS) :_____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory
Name & Designation

Date:

Place

ANNEX-V: LETTER OF ACCEPTANCE OF TENDER DOCUMENT

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

To, **Date:**

The Director,

INLAND WATERWAYS AUTHORITY OF INDIA,

Gaighat, P.O.-Gulzarbagh, Patna-800007, Bihar

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender/Work: -.....*(insert name of the assignment)*

Dear Sir,

1. I/ We have downloaded /obtained the Tender document for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.inOR https://eprocure.gov.in/eprocure/app 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 / 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 Earnest Money Deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

*****