

*Supply, Erection, Operation & Maintenance of
Navigational Aids Facilities in between Silvertree point
to Athrabaki khal (201 Km) of NW-97*

*Inland Waterways Authority,
(Ministry of Ports, Shipping & Waterways, Govt. of India)*



TENDER DOCUMENT

*Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point
to Athrabaki khal (201 Km) of NW-97.*



Tender No.: IWAIKO-12/1/2026-HYD/SUR(KOL)/2026-27

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Ports, Shipping & Waterways, Govt. of India)
Head Office: A-13, Sector – 1, Noida-201 301 (U.P.)

Address of Issuing Office: 6, DUMAYNE AVENUE, KOLKATA – 700 043

E-mail address of Issuing Officer: dirkol.iwai@nic.in

Web site: www.iwai.gov.in

<https://eprocure.gov.in/eprocure/app>



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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 document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this tender.
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 works. 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 analysis and check the accuracy, reliability and completeness of the information provided in this tender document and obtain 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 works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the 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.



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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We, have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: www.iwai.nic.in OR <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 annex(es), 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 and/ or corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
2. I/ We, hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ minutes of the pre-bid meeting/ corrigendum(s) in it's totally/ entirety.
3. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully.

(Signature of the Bidder, with Official Seal)

Supply, Erection, Operation & Maintenance of
Navigational Aids Facilities in between Silvertree point
to Athrabaki khal (201 Km) of NW-97

Inland Waterways Authority,
(Ministry of Ports, Shipping & Waterways, Govt. of India)



INLAND WATERWAYS AUTHORITY OF INDIA,
Ministry of Ports, Shipping & Waterways, Govt. of
India
6, DUMAYNE AVENUE KOLKATA-700043
E-mail address of Issuing Officer:dirkol.iwai@nic.in

E-Tender No: IWAICO-12/1/2026-HYD/SUR(KOL)/2026-27
IWAI invites e-tender for “Supply, Erection, Operation &
Maintenance of Navigational Aids Facilities in between Silvertree
point to Athrabaki khal (201 Km) of NW-97”. Details are following: -
Estimated cost Rs.2,34,41,448/- excls GST, E.M.D – Rs.4,68,829/-,
Date of downloading of e-tender from 23-06-2026 to 08-07-2026, last
date of submission: 08-07-2026 up to 15.00 hrs. Date of opening: 09-
07-2026 at 15.30 hrs. For details please visit to IWAI website
www.iwai.nic.in and CPP portal website
<https://eprocure.gov.in/eprocure/app>

Director



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Ports, Shipping & Waterways, Govt. of India)
6, DUMAYNE AVENUE, KOLKATA – 700043
E-mail address of Issuing Officer: dirkol.iwai@nic.in
Telephone Nos. 033-2439 0393

NOTICE INVITING TENDER No.: IWAICO-12/1/2026-HYD/SUR(KOL)/2026-27

Name of Work: - Tender document for the work of Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97.

Inland Waterways Authority of India (IWAI) invites On line tenders in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from reputed & experienced contractors for the work of Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97. The Bids will place 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. Cost of the work, EMD requirement and Critical Dates are as under:-

Name of Works	Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97
Date of Publishing	23-06-2026
Document Download Start Date & Time	23-06-2026 at 11.00 Hrs
Bid Submission start Date & Time	23-06-2026 at 11.30 Hrs
Bid Closing/Document Download End Date & Time	08-07-2026 upto 15.00 Hrs
Bid Opening Date & Time	09-07-2026 at 1530 Hrs
Estimated cost	Rs.2,34,41,448/- excl. GST
EMD cost	Rs.4,68,829/-
Tender Cost	Rs.5,900/- including GST

2. The tender document can be downloaded from the IWAI's website www.iwai.nic.in and CPP Portal Website <https://eprocure.gov.in/eprocure/app>. Bidders participating in e-tender process are required to deposit non-refundable **Tender fee Rs.5,900/- (Rupees five thousand nine hundred only) including GST towards the tender cost through RTGS/ NEFT in the following Account:**

i.) Name of Bank Account:	IWAI FUND
ii.) Bank Name and Address	Canara Bank, Park Street Branch, Kolkata
iii.) Bank Account Number	1856101556952
iv.) IFSC	CNRB0002559

v.) MICR Code	700015039
vi) GST No. of IWAI	19AAATI7021F1ZV

The prescribed amount of EMD of this tender is also to be deposited through RTGS/ NEFT to the above account.

For exemption towards tender fee and EMD, the bidder should submit the valid 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 for Promotion of Industry and Internal Trade (DPIIT).

3. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder
4. Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed on each page for agreeing the same.

5. Submission and Opening of Bids

The complete bid, prepared in accordance with the tender documents, must be submitted online via the e-procurement portal at <https://eprocure.gov.in/eprocure/app> no later than **15:00 hrs on 08-07-2026** Bids will be opened online on **09-07-2026 at 15:30 hrs** at the IWAI Regional Office, Kolkata.

6. Tender Fee and EMD Requirements:

- **General Bidders:** The Tender Fee and Earnest Money Deposit (EMD) must be deposited into the specified account of the Regional Office, IWAI, Kolkata, prior to the submission deadline.
 - **Exemptions:** Bidders registered as **Micro and Small Enterprises (MSEs)**, as defined by the MSME Procurement Policy, or as **Startups** recognized by the **Department for Promotion of Industry and Internal Trade (DPIIT)**, are exempted from paying the Tender Fee and EMD. To claim this exemption, bidders must submit a valid registration certificate as per Government of India rules.
7. As the work shall involve considerable amount of movement in the river for the purpose of inspection, supervision, pilotage, coordination etc by pilots of IWAI/Contractor, officers of IWAI, officers of ODC operator, tourism vessels etc, the mechanized crafts/boats to be engaged by the agency should be having valid registration /survey certificates for plying in NWs during the entire year and should be fitted with certified quality lifesaving appliances. The craft/boat will have to be manned by certified crew as per rules laid down by IWT Directorate.
 8. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

9. Pre-Qualification Criteria:-

- 1) The tenderer shall be registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department or non-registered contractors having experience of working with IWAI.
 - 2) Tenderer shall have Permanent Account Number issued by Income Tax Deptt.
 - 3) The tenderer shall be registered with GST department and GST component shall be shown separately in the bill/invoice by the tenderer.
 - 4) Average annual financial turnover during the last three financial years (FY 2022-23, 2023-24, and 2024-25), ending on March 31st of the previous financial year, must be at least 30% of the estimated cost of work (i.e. $0.30 \times \text{Rs.}2,34,41,448/- = \text{Rs.}70,32,435/-$) as specified in this tender. This turnover must be certified by a Chartered Accountant (CA) with a verified Unique Document Identification Number (UDIN).
 - 5) Experience of having successfully completed similar works i.e. Maintenance & fabrication of mooring buoys with light fitted on it, 24 hrs navigational Aids, or erection & maintenance of day channel marks alongwith night navigations facilities in Major Rivers of India like Ganga (NW-1) and Brahmaputra (NW-2), any other NW's and IBP route etc during the last 7 years ending last day of month previous to the one in which this tender is invited should be either of following criteria:
 - a) Three works costing not less than 40% of the estimated cost i.e. Rs.93,76,580/-; or
 - b) Two works costing not less than 50% of the estimated cost i.e. Rs.1,17,20,724/-; or
 - c) One work completed not less than 80% of the estimated cost i.e. Rs.1,87,53,159/-
 - 6) Latest valid Solvency Certificate 40% of estimated cost i.e. $0.40 \times \text{Rs.}2,34,41,448/- = \text{Rs.}93,76,576/-$, issued by a Nationalized or Scheduled Bank included in the Second Schedule of the RBI Act; this certificate must be dated within one year prior to the bid closing date to be considered current and valid.
10. Bids shall be submitted online only at CPPP website [https://eprocure.gov.in /procure/app](https://eprocure.gov.in/procure/app) Manual bids shall not be accepted and liable to be rejected.
11. Site can be inspected on all the working days during office hours.
12. IWAI reserves the right to reject any or all the tender without assigning any reason thereof.
13. The firm may quote for work of indicated above and completed bids as per terms & Conditions mentioned in the tender document should be online submission at <https://eprocure.gov.in/eprocure/app> upto 15.00 hrs on 08-07-2026 and it will be opened on 09-07-2026 at 15.30 hrs.

14. For special attention

- All tenderers are cautioned that tenders containing any deviation whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive.

The tender shall have to be submitted bid online in two bid format, the first part i.e. "Technical bid" should contain the scanned copy of entire tender document duly signed in all places, details of machineries, technical manpower, work schedule, and earnest money deposit only but not the

price bid. Second part i.e.” Financial bid” shall contain only the rates of the item of work as in schedule A. This price bid (BOQ for The work of Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97) as per format provided along with this tender. Bid shall be submitted online separate covers super scribing as “technical bid” and “financial bid”.

15. Earnest Money Deposit (EMD) and Tender Cost must accompany each submission. Any tender not accompanied by the required EMD and Tender Cost, or a valid Exemption Certificate, shall be rejected as NON-RESPONSIVE. The specified amounts for the EMD and Tender Cost must be submitted within the Technical Bid.

16. Opening Of Tenders & Evaluation

a) The tender shall remain valid for a period not less than 120 days after the date of opening of tenders.

b) Tenderer must read “Information & Instruction for Tenders” and be satisfied himself in respect to scope and the situation of works or any issue as related to the work as considered necessary before the submission of the tenders.

17. The authority shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any other offer.

18. The technical bid will be opened on **09-07-2026 at 15.30 hrs** in the presence of intending bidders if available.

19. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

(Director)

WARRANTY FORM

M/s..... having registered office at..... (herein after referred to as the contractor) having carefully studied all the documents, specifications, designs, drawings etc. pertaining to the contract for works required for the work ofand the local and site conditions and having under taken to execute the said works.

DO HEREBY WARRANT THAT

1. The contractor is familiar with all requirements of the contract.
2. The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risks directly or indirectly, connected with the performance of the contract.
5. The contractor has no collusion with other contractors, with any of the men of the Engineer In-Charge or with any other person in the Authority to execute the said works according to the terms and conditions of the said contract.
6. The contract has not been influenced by any statement or promise of the Authority or Engineer-In-Charge but only by the contract documents.
7. The contractor is financially solvent.
8. The contractor is experienced and competent to perform the contract to satisfaction of the Engineer In-Charge
9. The statement submitted by the contractor is true.
10. The contractor is familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the works, its performance or personnel employed herein or environment.

Date:.....

For or on behalf of the contractor

Signature:

Name:.....

PART-I

FORM OF TENDER

To,

THE DIRECTOR
INLAND WATERWAYS AUTHORITY OF INDIA,
6, DUMAYNE AVENUE
Kolkata – 700 043

Name of Work: Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between
Silvertree point to Athrabaki khal (201 Km) of NW-97.

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We hereby tender for execution of the works referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities 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, designs, drawings and instructions as mentioned in the tender documents.

3. I am submitting my bid for the aforementioned works and hereby confirm the deposition of the Earnest Money Deposit (EMD) via RTGS/NEFT to the IWAI Fund, as per the account details provided. Alternatively, a valid Exemption Certificate is attached in lieu of the EMD.

Sl. No	Particulars	UTR No. & Date or exemption certificate no.	EMD (Rs.)	Details of Bank (Name of Bank, Branch and address alongwith the UTR no./ exemption certificate no.)
1	Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97		Rs.4,68,829/-	

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money

absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents 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 to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender 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. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi-Govt. agency or Public Sector Undertaking or Multilateral or International Aid Agency/Development Bank.

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

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

Date

Signature

Name

Designation

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

M/s

.....

Telephone nos.....FAX No.....

Witness :

Signature.....

Name :

Occupation

Address

Telephone nos.

Instructions to the Consultants/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the consultants/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available” Enroll Here” on the home page Portal. Enrollment is free of charge. During enrollment/registration, bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Consultant/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to 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.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favorites ‘folder.
- 11) From the favorite’s folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the

tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders 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.

- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online.
- 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 send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidders must submit the Tender Fee and Earnest Money Deposit (EMD), or a valid Exemption Certificate, as specified in the tender document. Scanned copies of the original payment instruments or the exemption certificate must be uploaded to the CPP Portal along with the bid documents.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) The details of the 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.
- 20) The bidder has to sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the duly signed relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 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.
- 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 submission of bids online by the bidders at the eleventh hour.
- 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.
- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 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 be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 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.
- 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.
- 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.
- 31) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
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



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways; Govt. of India)

INSTRUCTIONS FOR SUBMISSION OF BID

- 1) All covering letters and information to be included in the bid shall be submitted along with the bid itself.
- 2) This tender schedule is only for the work of “Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97”.

3) Total estimated cost of works is as under :

Sl. no.	Particulars	Estimated cost (in Rs lakhs)
1	Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97	2,34,41,448/- excl GST

4) Tender should be submitted online at <https://eprocure.gov.in/eprocure/app> by 15.00 hours on 08-07-2026 in two bid system i.e.

Folder -1 : Technical & Commercial Bid.

Folder-2 : Price Bid of offer.

The Technical & Commercial Bid and Price Bid of offer and will be opened online on 09-07-2026 at 1530 hours at IWAI, Block no.6, Dumayne Avenue, Kolkata-700043

No other document other than the Price schedule should be placed inside Envelope – 2 containing price bid otherwise tender will be summarily rejected.

Technical Bid:

The technical bid shall be submitted online along with scanned copy of the following documents Original Bid document duly completed in all respect except prices and signed with seal on every pages,

- a) Bid document marked original duly completed and signed on every page except prices.
- b) Registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department or non-registered contractors having experience of working with IWAI
- c) ‘Tender Acceptance Letter’ duly signed and stamped (On firm letter head).
- d) ‘Form of Tender’ duly signed and stamped (On firm letter head)..

- e) RTGS/NEFT challan/Valid exemption certificate for the cost of the bidding documents must be uploaded.
- f) Earnest Money Deposit/Tender Cost (RTGS/NEFT as prescribed) or valid exemption certificate with respect work issued by any Govt. organization. As stated Scanned copy of same must be uploaded.
- g) Experience certificate for similar works completed by the Contractor (i.e. Work completion/Payment certificate).
- h) Latest Bank Solvency certificate not later than one year from the last date for submission of bid.
- i) Letter of Authority for signing and negotiation of tender (as the case may be).
- j) GST registration certificate from the concern Authority.
- k) Separate copy of Duly signed Integrity Pact (given in Part-II, General Conditions).
- l) Permanent Account Number (PAN) issued by Income Tax Department.
- m) Audited balance sheets along with turnover, profit and loss account for the last 3 years i.e. ending March 2023, 2024 & 2025
- n) A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.
- o) The bidder shall give a declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
- p) All FORM as prescribed & as per terms condition in the same format to be submitted by bidder.
- q) In addition to the above, the contractor is required to submit scanned copy of other document if any to full fill all the condition of the tender document and the same may be attached after thoroughly read/study failing which he will be treated as technically disqualified.

Note: Non submission of any of the above documents shall lead to disqualification of the bid.

Price Bid:

The price bid shall be submitted online for

- (ii) Schedule of Prices duly filled in the specified form, i.e. "SCHEDULE –Aetc." (Whichever is relevant).
 - (iii) If the bidder have not quoted price of any item than the same item shall be treated as zero cost and the bidder will be executed the same item obligatory as applicable as per tender.
 - (iv) It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid will be a sufficient cause for rejection of bid.
- 5) Bidders are advised to submit quotation strictly based upon technical specification, terms and conditions contained in technical specifications, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.
 - 6) Earnest Money Deposit in the Notice inviting tender should be submitted by RTGS/NEFT in favour of "IWAI-Fund" as per Bank account detail mentioned in the tender document above.
 - 7) In case the purchaser of the tender document decide not to quote for this work, then the

- complete set of bid document may kindly be returned to the IWAI.
- 8) The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.
 - 9) Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.
 - 10) Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder's organization as following:
 - 10 (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - 10 (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - 10 (c) 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 cases 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 (d) If the Tender is submitted by a limited company, or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
 - 10 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submitting complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the firm in the Tender shall be furnished alongwith the Tender.
 - 10 (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
 - 11) Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.
 - 12) The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity,

change or inter-connection. In case IWAI requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid.

- 13) If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 14) Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling IWAI to contact the bidder in case the need so arise.
- 15) IWAI shall have an unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.
- 16) The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit in accordance with tender conditions EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.
- 17) IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 7 (seven) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 18) The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.
- 19) The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.
- 20) IWAI reserves the right to reject any or all bids without assigning any reasons.

PART - II

To be signed by the bidders' and same signatory competent/ authorized to sign the relevant contract on behalf of IWAI.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Chairman, Inland Waterways Authority of India represented through Director/Chief Engineer, Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

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

AND

.....

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

WHEREAS the Principal / Owner has floated the Tender (NIT No. IWAICO-12/1/2026-HYD/SUR(KOL)/2026-27) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97." hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner 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 Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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 Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner 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 Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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 Principal/Owner as part of the business relationship, regarding plans, technical proposals 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 participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a 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 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 Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner 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 Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner 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 Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period(upto 6 months from the date of completion of work), whichever is more and for all other bidders, till the Contract has been awarded.

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 Competent Authority, IWAI.

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 Principal/Owner, who has floated the Tender.

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

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date:

SCHEDULES

SCHEDULE 'A' : Salient Features of the work.

Name of Work : Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97.

Estimated cost of work : The work is estimated to cost Rs.2,34,41,448/- excl. GST

(a) Earnest Money : Rs.4,68,829/-

(b) Performance Guarantee : 5% of tendered value.

(c) Security Deposit :5% of tendered value (A sum @ 10% of the gross amount of the bill shall be deducted from each running bill till the sum along with the EMD is equivalent to 5% of contract value)

(d) Method of Selection : Least Cost System (LCS)

SCHEDULE 'B' : General Rules & Directions with reference to General Conditions of Contract: -

- (i). Officer inviting tender: - Member Technical/Traffic, IWAI, Noida
- (ii). Tender Accepting Authority:-
- (iii). (a) Time allowed for submission of Performance Guarantee as per clause 3.1 of GCC from the date of issue of letter of acceptance:- 15 days
(b) Maximum allowable extension beyond the period provided in (iii) (a) above:-7 days
- (iv). Percentage on Cost of Materials & Labour to cover all overheads and profits:- 15%
- (v). Specifications to be followed:- -----
- (vi). Deviation Limit beyond which clause 16.3, 16.4, 16.5 & 16.6:- 20%
- (vii). Competent authority of grant extension of time under clause 34:-
 - (a) Member(Technical/Traffic)/Secretary, IWAI (if the amount of contract is upto 300 lakhs).
 - (b) Vice-Chairman, IWAI, Noida (if the cost of contract is more than 300 lakhs & up to 15 Cr.).
 - (c) Chairman, IWAI, Noida (full power).

(viii) **Competent authority to determine the contract as per clause 36:-** (a) Chairman, IWAI, Noida (full power)

(ix) **Milestones as per table given below:**
(Clause 34.5 & 34.6 shall be applicable only when the amount of the contract is more than 10 crores)

Sl. No.	Milestone	Time Allowed (from date of start) in months	Amount to be withheld in case of non-achievement of mile stone
1.			

(x) **Competent authority to re-schedule the milestones as per clause 34.5:-** Chairman, IWAI, Noida

(xi) **Competent authority for foreclosure of contract in full or in part due to abandonment or reduction in scope of work as per clause 31:-** Engineer-in-Charge with the prior approval
Chairman, IWAI, Noida (full power)

GENERAL CONDITIONS OF CONTRACT
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GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

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

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

- (xv) **Day** : means a calendar day beginning and ending at mid-night.
- (xvi) **Week** : means seven consecutive calendar days
- (xvii) **Month** : means the one Calendar month.
- (xviii) **Site** means the waterway and / or other places through which the works are to be executed.
- (xix) **Vessel** : means the vessel/craft belonging to the Contractor for carrying out the work.
- (xx) **High Mast Light** : A tall pole with lighting attached to the top pointing towards
The ground , usually but not always used to light a Highway or recreational field.
- (xxi) **Luminaries**: An object , such as a celestial body , that gives light.
- (xxii) **Mast Feeder Pillar**: Provides local isolation to electrical distribution equipment , protecting both
cabling and the transformer from faults.
- (xxiii) **Drawings** : means the drawings referred to in the specifications and / or appended with the tender
document, any modifications of such drawings approved in writing by the Engineer-in-Charge
and shall also include drawings issued for actual execution of the work time to time by the
Engineer-in-Charge.
- (xxiv) **Urgent Works**: means any urgent nature which in the opinion of the Engineer-In-Charge become
necessary at the time of execution and / or during the progress of work to obviate any risk or accident
or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the
progress of work or which becomes necessary for security or for any other reason the Engineer-in-
Charge may deem expedient.
- (xxv) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxvi) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender
papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued
up to the date of receipt of the tender.
- (xxvii) District specifications means the specifications followed by the State Government in the area where
the work is to be executed.
- xxviii) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2: INTERPRETATIONS

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

CLAUSE – 3: PERFORMANCE GUARANTEE

- 3.1 The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of Insurance Surety Bond, Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank (including e-Bank Guarantee) from a Commercial Bank or online payment with the form prescribed within 15 days of the issue of the work order.
- 3.2 Performance guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- 3.3 In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full and shall be absolutely at the disposal of the authority.

CLAUSE – 4: SECURITY DEPOSIT

- 4.1 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 will amount to security deposit of 5% of the contract value of work. **Bank guarantee will not be accepted as security deposit.**

In case of MSME 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.

- 4.2 The total security deposit shall remain with IWAI till the defect liability period is over or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.
- 4.3 No interest will be paid on security deposit.
- 4.4 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC 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 IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 4.5 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

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

CLAUSE – 5: SUFFICIENCY OF TENDER

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

CLAUSE – 6: 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.

CLAUSE – 7: DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -
- (a) Description in the Schedule of Quantities and Prices.
 - (b) Relevant Specifications and Special Conditions, if any.
 - (c) Drawings.
 - (d) Indian Standards Specifications of BIS.
- 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 therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or

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

- 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 totalling 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.

CLAUSE-8: 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 works and to test and examine any materials/ parts to be used or workmanship achieved in connection with the works.
- 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 or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 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.

CLAUSE – 9: ASSIGNMENT AND SUB-LETTING

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorize the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him

in writing the details of the part of the work(s) or trade proposed to be sublet, the name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorization by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor. However, the employment of piece rate works shall not be construed as sub-letting.

CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS

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 authorised 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.

CLAUSE – 11: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 36 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-36.

CLAUSE – 12: COMMENCEMENT OF WORK

The contractor shall commence the work at the respective sites within 10 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

CLAUSE – 13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS 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 designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.
- 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 other than standard printed specifications
- (b) Explanations, instructions etc.

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

- 13.3 In the case of any class of work for which there is no specifications, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there are no such specifications in the BIS, work shall be carried out as per manufacturer's specifications, if manufacturer's specifications are also not available then as per District specifications. In case there are no such specifications as required, above the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.
- 13.4 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.

CLAUSE – 14: SETTING OUT THE WORKS

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

CLAUSE – 15: URGENT WORKS

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.

CLAUSE – 16: DEVIATIONS, VARIATIONS, EXTENT AND PRICING

Clause 16.1: Power of Alterations & Scope

The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, and instructions that are necessary for the completion of the work. The contractor shall be bound to carry out the works in accordance with written instructions. Such variations shall not invalidate the contract. All such work shall be executed under the same conditions as per the original contract, except for the pricing of new items as defined in Clauses 16.3 and 16.4.

Note: Total value of variations should generally not exceed 20% of the original contract value without prior administrative approval.

Clause 16.2: In the event of any deviation resulting in additional cost, the time for completion shall be extended upon request by the contractor as follows:

1. In proportion to the value of the additional/altered work compared to the original tendered value.

2. An additional "buffer" of **20% of the time calculated in (16.1)** above.
3. The Engineer-in-Charge shall finalize the EoT within **30 days** of the contractor's request, provided the delay is not attributable to the contractor.

Clause 16.3: Pricing of Extra Items

For items not present in the Bill of Quantities (BoQ):

1. The rate shall be derived from the **Standard Schedule of Rates (SOR)** of any department of respective State Government or from the latest **DSR of CPWD**, adjusted by the quoted percentage (above/below) of the contractor.
2. If not available in DSR/SOR, the rate shall be determined based on **Market Rate Analysis**. This analysis shall comprise:
 - Actual cost of materials and labor at the time of execution.
 - Hiring charges of plant and machinery.
 - Fixed 15% (or as per department norm) for Contractor's Profit and Overheads.
3. The Engineer-in-Charge must communicate the approved rate within 30 days of the contractor submitting the rate analysis after prior approval of the competent authority.

Clause 16.4: Pricing of Substituted Items

Substituted items (where an item is replaced by a similar but different specification) shall be priced by determining the difference in market rates:

- **Formula:** New Rate = Agreement Rate + (Market Rate of Substituted Item – Market Rate of Agreement Item)
- This ensures the contractor retains their original competitive advantage/discount while accounting only for the physical difference in material or labor costs.

Clause 16.5: Deviation Limits and Revision of Rates

1. **Standard Deviation Limit:** The deviation limit for individual items shall be **20%**.
2. For quantities exceeding this limit, either the contractor or the department may request a rate revision.
$$Rs = Ra + (Ms - Ma)$$
 - * Rs = Rate of Substituted Item
 - * Ra = Rate of Agreement Item
 - * Ms = Market Rate of Substituted Item
 - * Ma = Market Rate of Agreement Item
3. The revised rate for the quantity **beyond the 20% limit** shall be based on the prevailing market rates at the time the excess occurs, plus the standard overhead/profit margin.
4. Requests for revision must be made within **15 days** of the deviation being identified and the same will be made after prior approval of the competent authority.

Clause 16.6: Downward Revision of Rates

If the market rate of an item significantly decreases, or if the quantity of a high-value item exceeds the deviation limit, the Engineer-in-Charge reserves the right to reduce the rate for the excess quantity. The Engineer-in-Charge shall give 15 days' notice to the contractor and consider their representation before finalizing the reduced rate.

Clause 16.7: Continuity of Work (Non-Suspension)

The contractor shall not suspend work on the grounds of non-settlement of rates for extra, substituted, or deviated items. Both parties shall strive to resolve rate disputes through the Internal Dispute Resolution Mechanism or the Conciliation Committee as per DoE guidelines while work continues.

CLAUSE - 17: 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.

CLAUSE - 18: 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.
- 18.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work through a "Site Order Book" maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a

certified true copy of such instruction(s). The pro-forma for Site Order Book to be maintained at site is given in Annexure – III.

- 18.5 The “Hindrance Register” shall be maintained at the site of work, where any hindrance which comes to the notice of the representative of the Engineer-in-Charge shall be recorded and immediately a report will be made to the Engineer-in-Charge within a week. The Engineer-in-Charge shall review the Hindrance Register at least once in a month. The pro-forma on which the Hindrance Register shall be maintained is given in Annexure-IV.

CLAUSE -19: PLANT AND EQUIPMENT

- 19.1 The Contractors shall provide and install all necessary plant; equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.
- 19.2 Subject to the availability of any item(s), plant, equipment and machinery the Authority at the written request of the contractor, may issue to the contractor on hire for being deployed on the work contracted for, at pre- determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

CLAUSE – 20: PATENT RIGHTS

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

CLAUSE – 21: MATERIALS

- 21.1 The contractor shall at his own expenses provide / arrange all materials required for the bona-fide use on work under the contract.
- 21.2 All materials/parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his own cost, the materials/parts as may be specified by the Engineer-in-Charge. Further the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of materials/parts consumed in such tests and also the expenses incurred thereon including the cost of the testing charges, shall be borne by the contractor in all cases and also where such tests which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.
- 21.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials/parts intended to be used in the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where

these are lying or from where these are being obtained. For this, purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

CLAUSE - 22: LAWS GOVERNING THE CONTRACT

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

CLAUSE - 23: WATCH & WARD AND LIGHTING

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watch & ward when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

CLAUSE - 24: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 24.1 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.
- 24.2 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.

CLAUSE - 25: LABOUR

- 25.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the contractor on the work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued there-from from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.
- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, the Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

- 25.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.
- i) Any accident if occurred during the said fortnight showing the circumstances under which it happened and the extent of damage and injury caused by it and.
 - ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.
- 25.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.
- 25.4 The Contractor shall comply with the provisions of the **four Central Labor Codes, 2020** and any subsequent rules, regulations, or bye-laws issued by Statutory Authorities. These include:
- **i) The Code on Wages, 2019:** (Subsumes Payment of Wages Act 1936, Minimum Wages Act 1948, Payment of Bonus Act 1965, and Equal Remuneration Act 1976).
 - **ii) The Occupational Safety, Health and Working Conditions (OSH) Code, 2020:** (Subsumes Contract Labour Act 1970, Factories Act 1948, and 11 other laws).
 - **iii) The Code on Social Security, 2020:** (Subsumes Employees' Compensation Act 1923, ESI Act 1948, EPF Act, Maternity Benefit Act 1961, and Payment of Gratuity Act).
 - **iv) The Industrial Relations Code, 2020:** (Subsumes Industrial Disputes Act 1947, Trade Unions Act 1926, and Industrial Employment (Standing Orders) Act 1946).
- Note:** The Contractor shall take into account all financial liabilities arising from these Codes (including the **50% Wage Rule** for statutory contributions) in their quoted rates.
- 25.5 The Contractor shall be liable to pay his contribution and the employees' contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in- Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 25.6 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required for making good the loss suffered by worker(s) by reason of non-fulfilment of the conditions of the Contract for the benefit of Workers, non-payment of wages or on account of deduction made from the wages of the workers which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.

- 25.7 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.4 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-25.4 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 25.4 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 25.4 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.
- 25.8 In the event of the Contractor committing a default or breach of any provisions of the Code on Social Security (2020), the Occupational Safety, Health and Working Conditions Code (2020), or any other unified Labor Codes and Rules as amended from time to time, or furnishing materially incorrect information/returns, the Contractor shall, without prejudice to any other liability, be liable to pay to the Authority liquidated damages. Such damages shall be assessed by the Engineer-in-Charge at a rate of Rs. 500/- (Rupees Five Hundred only) — or such higher amount as per the latest government notification — for every individual default or breach. The decision of the Engineer-in-Charge regarding the default and the quantum of damages shall be final and binding, and such sums may be deducted from any monies due to the Contractor under this or any other contract.
- 25.9 The Contractor shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 25.10 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 25.11 Failure to comply with the provisions and rules made for the welfare and health of contract labour under the Occupational Safety, Health and Working Conditions Code, 2020, the Safety Manual, or the provisions relating to accident reporting and maternity benefits under the Code on Social Security, 2020, shall render the Contractor liable to pay the Authority liquidated damages at a rate determined by the Engineer-in-Charge, not exceeding Rs. 5,000/- (Rupees Five Thousand only) for each default or materially incorrect statement. The decision of the Engineer-in-Charge, based on reports from the Inspector-cum-Facilitator or other designated officials, shall be final and binding, and such recoveries may be made from any amount payable to the Contractor. In the event of any injury, disability, or death of any workmen employed directly or indirectly, the Contractor shall at all times indemnify and save harmless the Authority against all claims, damages, and compensation under the Code on Social Security, 2020 (Chapter VII: Employee's Compensation) or any other law in force, including all costs and expenses arising from legal proceedings or settlements. Should any

award, decree, or order be passed against the Contractor by a competent court or the Social Security Commissioner, the Engineer-in-Charge is empowered to deduct the required sums from the Contractor's bills, security deposit, or any other contract held with the Authority to satisfy such liabilities in full.

- 25.12 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulations.
- 25.13 The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.
- 25.14 The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.
- 25.15 The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.
- 25.16 The Contractor shall obtain a valid Labour License from the competent authority under the Contract Labour (Regulation & Abolition) Act, 1970, within sixty (60) days from the date of issue of the Work Order. In the event of an unavoidable administrative delay by the concerned authority, the Contractor must submit a valid justification to the Engineer-in-Charge (EIC) along with the official application certificate and online portal acknowledgment before the expiry of the stipulated 60-day period.
- 25.16 **Defect Liability period / Release of Security deposit after labour clearance:** The Defect Liability Period (DLP) for this work shall be six (6) months from the actual date of completion. The Security Deposit shall be retained by IWAI and shall only be eligible for refund after the expiry of the said six-month DLP. The release of the Security Deposit is strictly subject to the receipt of a Labour Clearance Certificate. If no complaint regarding labour disputes or non-payment of wages is on record within 06 months of completion, or if no communication is received from the concerned Labour Officer within 6 months of completion, it shall be deemed that no labour-related liabilities are pending. Notwithstanding the above, any labour dispute arising from this work shall be settled by the Contractor at their own risk, cost, and responsibility, and the Contractor shall indemnify IWAI against any such claims.

CLAUSE – 26: MATERIALS OBTAINED FROM EXCAVATION SUCH AS COINS, FOSSILS, ETC.

- 26.1 Materials of any kind obtained from excavation on the site shall remain the property of the Authority and shall be disposed off as directed by the Engineer-in-Charge.
- 26.2 However if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge.

- 26.3 Fossils, coins, articles of value, structures and other remains or things of geological or archeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carryout the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Authority.

CLAUSE – 27: FORCE MAJEURE

- 27.1 The term Force Majeure means extraordinary events or circumstances beyond human control, such as Acts of God (natural calamities), war, strikes, riots, or crimes, but explicitly excluding negligence, wrongdoing, predictable/seasonal rain, and any other events specifically barred herein. An FM event frees both parties from liability and suspends—but does not entirely excuse—contractual obligations for the duration of the event, provided the affected party gives formal notice within a reasonable time, and strictly not later than 14 days after its occurrence; FM cannot be claimed ex-post facto. This provision applies equally should an FM situation affect the Purchase Organisation only, requiring them to communicate with the supplier along similar lines. If performance in whole or in part is delayed or prevented by an FM event for a period exceeding 90 days, either party may, at its option, terminate the contract without any financial repercussion on either side. Furthermore, notwithstanding any punitive provisions in the contract for delay or breach, the supplier shall not be liable for the imposition of any such sanctions so long as the delay or failure in fulfilling its obligations is the direct result of an event covered under this clause.
- 27.2 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.
- 27.3 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.

CLAUSE - 28: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 28.1 If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to IWAI or to any person during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost.
- 28.2 If it appears to the Engineer-in-Charge or his representative at any time during the progress of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective design or defective/ improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge

forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.

- 28.3 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.

CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE

29.1 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. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

- 29.2 i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise 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.

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

- 29.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 29.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 29.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- 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 expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (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.
- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.

CLAUSE – 30: SUSPENSION OF WORKS

- 30.1 The contractor shall on the receipt of order of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary.
- 30.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:
- (a) On account of any default on the part of the contractor or
 - (b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
 - (c) for the safety of the works or part thereof.
- 30.3 The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- 30.4 If the suspension is ordered for the reasons under the Clause 30.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part

CLAUSE – 31: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge (with the prior approval of competent authority 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.

CLAUSE – 32: TERMINATION OF CONTRACT ON DEATH

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

CLAUSE– 33: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR

33.1 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.

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

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/ or
- (b) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.

33.3 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.

33.4 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 value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IWAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

33.5 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 per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

33.6 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 sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

- 33.7 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.

CLAUSE - 34: COMPLETION TIME AND EXTENSIONS

- 34.1 The Engineer-in-Charge will make available to the contractor the site to enable the contractor to commence & proceed with the execution of the work in accordance with agreed programme. If there is any delay in making available any area of the work or the delays mentioned in Para 34.4, the competent authority as specified in schedule 'B' on the recommendations of the Engineer-in-Charge shall grant reasonable extension of time for completion of work.
- 34.2 If after the award of the work the contractor commits defaults in commencing the execution of work as aforesaid, Govt. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 34.3 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work.
- 34.4 However, if the work (s) be delayed by:-
- (i) Force majeure as per clause 27, 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.

- 34.5 In case the cost of the work is more than 10 crores than the total scope of work will be divided into milestones. The contractor shall submit a Time & Progress chart for each milestone and get it approved by the competent authority.
- 34.6 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event

causing delay 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.

- 34.7 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.
- 34.8 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.

CLAUSE – 35: LIQUIDATED DAMAGES FOR DELAY

- 35.1 If the contractor fails to maintain the required progress in terms of clause 34 or to complete the work and clear the site on or before the date of completion as per the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below.

- (i) **Liquidated Damages @ 1.5 % per month of delay
for delay of work to be computed on per day basis**

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

The competent authority mentioned in Schedule 'B' (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 34 or that the work remains incomplete.

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

- 35.2 In case of contracts having tendered amount more than 10 crores, if the contractor does not achieve a particular milestone mentioned in schedule 'B', or the re-scheduled milestone(s) in terms of Clause 34.6, the amount shown against that milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
- 35.3 In case of contracts having tendered amount less than 10 crores, if the work remains incomplete after the stipulated date of completion, the Engineer-in-charge may withheld 10% of the tendered value of the work from the running payments of the contractor pending final decision of the competent authority mentioned in schedule 'B' on the extension of time case. If the competent authority decides to grant extension of time without levy of liquidated damages or levy part of the total liquidated damages specified above then the balance withheld amount after

adjusting the amount of the liquidated damages levied by the competent authority will be refunded to the contractor.

CLAUSE – 36: WHEN THE CONTRACT CAN BE DETERMINED

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman 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-in-Charge he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in IWAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.
- (vi) If the contractor shall enter into a contract with IWAI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made

under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

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

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

CLAUSE – 37: INSPECTION AND APPROVAL

- 37.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.
- 37.2 No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall

give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer- in-Charge or his representative shall, without unreasonable delay, unless he considers it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses.

- 37.3 Periodic inspection will be carried out by the EIC or his representative by their vessels. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection and number of inspections be not less than three in a calendar month.

CLAUSE – 38: COMPLETION CERTIFICATE AND COMPLETION PLANS

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

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

- 38.2.2 The contractor shall submit the completion plans of the work wherever required within 30 days of the completion of work. In case the contractor fails to submit completion plans as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.- - . -- 0/- (Rupees fifteen thousand only) as may be fixed by Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

CLAUSE - 39: MEASUREMENTS

- 39.1 The Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

- 39.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Bureau of Indian Standard.
- 39.3 All items having a financial value shall be entered in daily log book/ measurement book prescribed by the Authority so that the complete work performed under the contract is duly accounted.
- 39.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.
- 39.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, in such eventuality the measurements taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 39.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 39.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in-Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.

CLAUSE – 40: PAYMENT ON ACCOUNT

- 40.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).
- 40.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 40.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.
- 40.4 Payments due to the contractor shall be made by RTGS/NEFT/PFMS by the Engineer-in-Charge or his authorised representative as per account details provided alongwith the technical bid.
- 40.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.

- 40.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 40.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 41: TAXES, DUTIES AND LEVIES ETC.

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

CLAUSE-42: TAX DEDUCTION AT SOURCE

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

CLAUSE – 43: PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within one month from the date of completion of the work. No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within **30 days**.

CLAUSE - 44: OVER PAYMENTS AND UNDER PAYMENTS

- 44.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.
- 44.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 44.3 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.

- 44.4 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.
- 44.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in- Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE – 45: FINALITY CLAUSE

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

CLAUSE – 46: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

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

CLAUSE - 47: SETTLEMENT OF DISPUTES & ARBITRATION.

- 47.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions

of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.

- (ii) 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 proforma as per Appendix V, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

47.3 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.

47.4 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.

47.5 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.

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

47.7 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

- 47.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 47.9 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 47.10 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.
- 47.11 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Kolkata and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

NOTE: In 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 Authorities inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & 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 22.05.2018** and its subsequent consolidated modifications/amendments.

The settlement of such disputes shall be through a two-tier mechanism:

1. **Tier-I:** Settlement by a Committee comprising of Secretaries of the Administrative Ministries/Departments of the disputing parties.
2. **Tier-II:** In case the dispute remains unresolved at Tier-I, it shall be referred to the Cabinet Secretary, whose decision shall be final and binding on all parties.

The commencement or continuation of these proceedings shall not result in the cessation or suspension of any other rights and obligations of the parties or any payments due to them hereunder."

CLAUSE - 48 : CLAIMS

- 48.1 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 proceeding month.
- 48.2 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.
- 48.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

CLAUSE 49 : INTEREST

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

CLAUSE 50: 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 of six months i.e. September 2027 at the same rate, terms and condition of the contract after getting willingness from the contractor and subject to satisfactorily performance of the works.

PART – III **TECHNICAL & SPECIAL CONDITIONS**

1. SCOPE OF WORK

The Inland Waterways Authority of India (IWAI) has initiated measures to provide round-the-clock navigation facilities on the Indo-Bangladesh Protocol Route through the Sunderban Waterway. Under this contract, IWAI maintains snag/caution marks, lighted posts, and lighted buoys through an outsourced agency.

This contract comprises the **Supply, Erection, Operation, and Maintenance of Navigational Aids Facilities** between Silvertree Point and Athrabaki Khal (201 km) on NW-97. It includes the provision of all labor, materials, mechanized boats, temporary works, and any other requirements—whether temporary or permanent—necessary for completion and maintenance, as specified or reasonably inferred from the contract.

2. TECHNICAL & OPERATIONAL SPECIFICATIONS

2.1. Supply, Erection, and Maintenance of Snag/Caution Marks

- **Personnel Requirements:** The contractor must deploy a technically qualified employee with adequate experience in channel marking works within the National Waterways.
- **Material Specifications:** Bamboos, bamboo strips, bamboo mats, coir string, straw, lime, and other required tools/plants must be arranged at different beats at the contractor's own cost and as per the provided drawings.
- **Dimension & Installation:** Channel marking requires *Bamboo Harauti* (or equivalent), measuring 18 to 23 cm in circumference at a point 45 cm from the bottom, and approximately 7 to 7.5 meters in length. Marks must be driven properly using a wooden hammer to at least 1 meter below ground level. If the riverbank has dense jungle, marks must be fixed to tree tops for clear visibility, per the enclosed drawings or EIC directives.
- **Location Adjustments:** The contractor shall, at their own risk and cost, arrange to locate navigable channels, sand chars, snags, etc., by taking regular soundings along the river. They must dynamically change mark positions to reflect the navigable channels for operating vessels.
- **Quantity Variations:** Snag/Caution marks are variable by nature and will be determined after field surveys. However, the total number of marks must not exceed the contract limits. For additional marks, the contractor must obtain written orders from the EIC prior to erection to be eligible for extra cost claims.
- **Maintenance & Removal:** Marks must be maintained for one year after initial erection. Upon contract expiry, all channel marking materials must be removed by the contractor at their own cost.

2.2. Supply, Erection, and Maintenance of Lighted Posts

- **Post Installation:** The contractor shall supply and install new Mild Steel (MS) posts as per requirement & directed by the EIC or his representative. Contractor-installed MS lamp posts must fit navigational lights provided by IWAI for night navigation.
- **Structure Specifications:**
 - **Beacon Pipe:** New MS pipes with a 6” diameter at the bottom and a 3” diameter at the top, with a total length of 11.5 meters. 10 meters must project above the cement foundation, and 1.5 meters must be embedded below ground.
 - **Base Plate:** A 200mm × 200mm × 6mm thick MS plate must be welded to the pipe to accommodate the beacon light. The plate must feature holes for fixing the light, reinforced by an MS angle/flat bracket support for rigidity.
 - **Painting:** Fabricated steel pipe beacon towers must be painted in horizontal bands of red/white or green/white, using one coat of red oxide and two coats of synthetic enamel.
- **Foundation Concrete:** Excavate a pit of 1.5’ (L) × 1.5’ (W) × 5’ (H). After completing Plain Cement Concrete (PCC) work and pouring a concrete layer, fix the pipe beacon vertically with multi-sided supports. Fill the pit with a (1:2:4) concrete mix up to 150 mm above the surrounding ground level. Finish the protruding foundation with a thick cement plaster layer of (1:4) mix. A 0.50-meter section above ground level must be embedded with cement concrete. PCC sizing must be 1.5’ × 1.5’ × 0.15 m using a (1:2:4) concrete mix.
- **Quantity Limits:** The total number of Lighted Posts shall not exceed the contract volume. Additional posts require prior written justification and approval from the EIC.
- **Equipment Safety & Liability:**
 - IWAI will supply navigational lights, batteries, nuts, and bolts free of cost. The contractor is responsible for fitting them and maintaining the system securely.
 - In the event of theft or pilferage, the contractor must file a First Information Report (FIR)—not a General Diary Entry (GDE)—with the local Police Station within 24 hours and initiate an insurance claim. The EIC will provide documentary assistance if required.
 - The contractor remains solely responsible for the loss of any navigational equipment or light posts; associated costs will be deducted from the next running bill. Damage costs for IWAI-supplied lights will similarly be deducted.

2.3. Retro-Reflective Stickers & Signage Marks

- **Purpose:** Retro-reflective stickers and signage marks are required at bends, obstructions, and hotspot areas along the NW-97 route to assist the safe movement of cargo/Over-Dimensional Cargo (ODC) propelled vessels. BoQ quantities may fluctuate based on stretch requirements.
- **Placement:** Stickers/signage must be placed in water close to the main navigational channel at critical shoals, churs, obstructions, and hotspots. Signage color coding follows standard current

orientation: **Green reflective paint** (left side along the current) and **Red reflective paint** (right side along the current).

- **Alternative Deployment:** Where land/shore locations are unsuitable for permanent erection, the contractor must use locally hired, manned country boats to install and operate signage marks at no extra cost.
- **Dynamic Re-orientation:** Signage positions must be dynamically adjusted with the rise/fall of water levels and changes in the navigable channel orientation.
- **Post-Contract Transition:** After contract expiry, all signage structures must be left intact in the navigational channel for subsequent maintenance by IWAI or its designated agency.

2.4 Signage Board

1. Earthwork in Excavation: Excavation of trenches or pits in all types of soil for the foundation of the board structure.(0.4m x 0.4m x 0.9m) to accommodate the structural supports.

- **Execution:**
 - The bottom of the pit must be properly leveled, dressed, and rammed/compacted before placing the concrete.
 - Any loose material, debris, or water accumulated in the pit must be removed prior to subsequent operations.
 - All works must comply with the standard specifications and be executed entirely to the satisfaction and direction of the **Engineer-in-Charge (EIC)**.

2. Structural Steel Work (ISA 75x75x6 Framework):Supplying, fabricating, hoisting, fitting, fixing, and erecting the steel angles to form the main structural frame and side supports for the board.

- **Fabrication & Welding:**
 - All cutting, shaping, and drilling must be precise. Joints must be securely welded using standard electro-welding techniques conforming to relevant IS codes.
 - Welding slag must be chipped off, and welds must be ground smooth.
- **Erection:** The structure must be plumb-line accurate, rigid, and securely anchored into the foundation as per the approved drawing and direction of the EIC.

3. Cement Concrete Foundation (M15 Grade)

- **Mix Proportion:** Cement Concrete in foundation shall be of **M15 Grade** with a nominal mix ratio of **1:2:4**
- **Execution:**
 - Concrete shall be mixed thoroughly (preferably mechanically) to achieve a uniform consistency.
 - Concrete must be laid in layers, properly compacted using vibrators or tamping rods to eliminate voids around the steel posts.
 - **Curing:** The concrete foundation must be kept continuously moist/cured for a minimum period of 7 to 10 days.
- **Compliance:** The entire process must be completed as per technical specifications and under the direction of the EIC.

4. MS Sheet Backing (3mm Thick) Supplying, cutting to required dimensions, fabricating, fitting, and securely fixing the MS sheet onto the ISA structural frame.

5. Surface Preparation and Primer Application

6. Aluminum Composite Panel (ACP) Sheet Supply

- **Material Specification: 4mm thick Aluminum Composite Panel (ACP)** of approved commercial brand and color shade, featuring high weather resistance and UV protection.
- **Inclusions & Exclusions for this Item:**
 - This specific item code covers the **supply, fitting, and fixing** of the ACP board onto the prepared frame.
 - *Exclusion:* This item explicitly excludes the contractor's profit/overhead for printing, transportation, and specific printing labour charges, which are captured under the subsequent item.

7. Printing, Fabrication Labour, and Logistics for ACP Board

- **Scope of Work:** This item covers all components excluded from the material supply of the ACP board.

Note: Printing matter will be provided by IWAI

3. INSPECTION AND MONITORING FRAMEWORK

- **Frequency:** The entire stretch will be jointly inspected at least **twice a month**. The contractor must facilitate these inspections by deploying representatives and mechanized inspection boats.
- **Logistics & Boat Specifications:** Mechanized boats provided by the contractor for day/night inspections must accommodate IWAI officials and be equipped with basic accommodation, a small toilet, and kitchen facilities at no extra charge.
- **Inspection Register:** The contractor must maintain a duplicate-copy Inspection Register for each stretch to record signage status and replacement needs. One copy of all entries will be retained by the EIC office. If ordered rectifications are not executed within the specified timeframe, the EIC may hire a third party and recover the expenses from the contractor's payments or security deposit.
- **Availability Thresholds:**
 - **Snag/Caution Marks:** At least **80%** of marks must be available in the specified beat during each monthly inspection.
 - **Lighted Posts:** At least **95%** of functional lighted posts must be available during each monthly inspection.
 - **Signage Marks:** At least **80%** of signage marks must be available during each monthly inspection.

- **Default Measurements:** If the contractor or their authorized representative fails to accompany the IWAI inspection team, they must accept the measurements and observations recorded by the inspection team as final.

4. PRICING, PAYMENT TERMS, AND PENALTY CLAUSES

4.1. Pricing Basis

- All unit rates quoted in the work order shall remain firm, fixed, and subject to no variation throughout the contract duration, encompassing all duties, costs, and ancillary charges.
- Quoted rates must include all taxes, duties, and levies, **excluding GST**. The GST component must be itemized separately on all bills.
- No idle time charges will be paid to the contractor under any circumstances.

4.2. Initial Installation & Mobilization Payments

- The completion period for the installation of signage across the entire stretch is **20 days** (inclusive of mobilization) from the EIC's order date.
- Full payment for the initial installation of day channel marks, signage, and night navigation facilities will only be released after **100% mobilization and placement** at assigned locations, followed by verified joint inspections. If shortfalls are found, payments will be withheld until the contractor rectifies the numbers to 100%.

4.3. Monthly Operation & Maintenance (O&M) Payments

Monthly O&M payments are contingent on system functionality and compliance verified during inspections, structured as follows:

Facility Type	Inspection Availability	Payment Allocation
Lighted Posts	95% in both inspections	Full monthly payment (limited to the lowest count observed).
	Less than 95% in any inspection	No payment for the entire month.
Snag/Caution / Signage Marks	80 % in both inspections	Full monthly payment (limited to the lowest count observed).
	Less than 80% in one inspection, but more than 80% in the second	Pro-rated payment for 15 days only .
	Less than 50% in any inspection	No payment for the entire month

- **Partial Months:** O&M billing for the initial and final months of the contract will be calculated pro-rata based on the actual number of operational days.
- **Incorrect Positioning:** Marks, posts, or signage erected/operated in incorrect positions or without functional purpose will be excluded from payment processing.
- **Defective Units:** No payments will be processed unless lights fitted onto MS poles/concrete structures are fully functional. The contractor is responsible for replacing defective lights promptly.

4.4. Final Settlement

- The final bill will be examined and settled within **30 days** of contract completion, subject to the issuance of a Work Done Certificate by the EIC.
- Applicable Tax Deducted at Source (TDS) and other statutory deductions will be withheld from running and final bills as per prevailing regulations.

5. CONTRACT TIMELINES & EXTENSIONS

- **Timeline:** Installation of snag/caution marks and lighted posts must be completed within **30 days** from the receipt of the work order. O&M periods commence the day after verified installation completion.
- **Contract Extension:** The initial contract period (10 months w.e.f June, 2026 to March 2027). IWAI retains the right to extend the contract for an additional six months (up to September 2027) at the same rates, terms, and conditions, subject to the contractor's written willingness and satisfactory performance.

6. LEGAL, LIABILITIES, AND SPECIAL CONDITIONS

6.1. Indemnity and Hold Harmless

- The contractor shall protect, defend, indemnify, and hold IWAI harmless from any liability, claims, or damages resulting from bodily injury, death, property damage, sickness, disease, or loss/expense arising from the contractor's performance under this contract.
- The contractor shall protect, defend, and indemnify IWAI against any claims brought by laborers or subcontractors regarding unpaid work or services rendered.
- The contractor acts strictly as an **independent contractor** and not as an agent of IWAI.

6.2. Compliance with Labor and Maritime Laws

- The contractor is solely responsible for absolute compliance with all applicable statutory regulations, including the Provident Fund (PF) Act, the Minimum Wages Act, and relevant Marine/Maritime Rules.
- The contractor must report any marine accident immediately to the EIC and competent authorities under relevant acts. The contractor bears full financial and legal responsibility for accidents, damages, or injuries caused to IWAI employees arising from proven contractor negligence or carelessness.

6.3. Performance Defaults & Termination

- **Change Orders:** No deviations from the schedule of work or specifications are permitted without prior written authorization from the EIC and written concurrence from IWAI.
- **Unsatisfactory Performance:** If work progress or services are unsatisfactory at any stage, the EIC reserves the right to issue a Show Cause Notice. If the underperformance persists, IWAI

reserves the right to rescind the contract, forfeit the security deposit, and complete the balance work through alternative agencies at the risk and cost of the contractor.

- **Asset Retrieval on Termination:** If the contract is terminated due to operational failure, the contractor's initial installation materials can only be removed after the stipulated contract period has concluded via the alternative agency.

6.4. Miscellaneous Provisions

- **Warranties:** The contractor warrants that performance under this contract does not infringe upon any existing or subsequent third-party patents, rights, or licenses. The contractor further warrants that IWAI's rights will not be compromised by any prior or subsequent commitments.
- **Sunk Assets:** The contractor must immediately identify, mark with night searchlights, and salvage any floating or submerged plant/vessel belonging to them or their employees that sinks during the project. If the contractor fails to initiate salvage operations, the EIC will remove the asset and recover all associated costs from the contractor.
- **Local Coordination:** Any local objections or community issues must be resolved directly by the contractor. Upon request, IWAI may provide administrative liaison support with state or local authorities.
- **Work Interruptions:** If work is halted consecutively for more than 7 days due to law and order issues, local disturbances, or adverse weather conditions, the contractor must formally report the delay to the EIC for contractual assessment.
- **Split Work:** IWAI reserves the right to award split work packages or reject any offers without assigning any reason.
- **Entire Agreement:** This document embodies the complete understanding between both parties. No modifications or amendments shall be valid unless executed in writing by authorized representatives of both parties.

Item Rate BoQ

Tender Inviting Authority: Inland Waterways Authority Of India, Kolkata

Name of Work: Supply, Erection, Operation & Maintenance of Navigational Aids Facilities in between Silvertree point to Athrabaki khal (201 Km) of NW-97

Contract No: IWAIKO-12/1/2026-HYD/SUR(KOL)/2026-27

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	NAVIGATIONAL AIDS FACILITIES					
1.01	Mobilization and Placement of Red & Green 2 NM Navigational lighted Post at specific locations on the waterway.	300.00	Each		0.00	INR Zero Only
1.02	Maintenance & safe Keeping of 2 NM Navigational lighted Post between Silver tree Point to Athrabanki stretch etc.	2400.00	Each-Month		0.00	INR Zero Only
1.03	Supply, erection & installation of snag/caution Marks	300.00	Each		0.00	INR Zero Only
1.04	Maintenance & safe keeping of snag/caution Marks	2400.00	Each-Month		0.00	INR Zero Only
1.05	Supply & Erection of Signage Marks(Left/right hand/snag/channel closing marks) with retro reflective stickers at bends & caution/obstruction as per site conditions & requirement	150.00	Each		0.00	INR Zero Only
1.06	Maintenance & safe keeping of Signage Marks (Left/right hand/snag /channel closing marks) with retro reflective stickers at bends & caution/obstruction	1200.00	Each-Month		0.00	INR Zero Only
1.07	Supply & Erection of Signage board	50.00	Each		0.00	INR Zero Only
1.08	Maintenance & safe keeping of Signage board	400.00	Each-Month		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

PART - V

Annexure -I

AGREEMENT FORMAT

This agreement made on _____day _____year _____ between the Inland Waterways Authority of India (hereinafter called the 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/S _____(hereinafter called the 'CONTRACTOR' which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in office) on the other part.

WHEREAS THE IWAI desirous of undertaking the works _____

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished _____ as security for the due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract hereinafter referred to:

The following documents shall be deemed to form and be read and construed as part of this agreement VIZ.

- i) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty
- ii) Information & instruction for Tenders
- iii) (a) Schedule : Bill of Quantity
- (b) Annexure
- iv) General Conditions of Contract
- v) Technical specifications and Special Conditions of Contract

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractor's offer, minutes of meetings and correspondence between the party ended vide letter No. _____ may be referred to by either party. These documents shall take precedence over the compiled documents.

The contractor hereby covenants with the 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 hereunto have set their hands and seals on the day year first written.

For and on behalf of
(Inland Waterways Authority of India)

For and on behalf of
Contractor

Signature _____

Signature _____

Name & Designation _____ *Name & Designation* _____

Stamp

Stamp

Witness:

Witness:

1) *Signature* _____

1) *Signature* _____

2) *Name & Designation* _____
Designation _____

2) *Name&Designation*
Designation

Annexure –II

**BANK GUARANTEE PROFORMA FOR FURNISHING
PERFORMANCE GUARANTEE**

To
The Chairman
Inland Waterways Authority of India
A-13, Sector-1
Noida - 201301

In consideration for the Chairman, Inland Waterways Authority of India hereinafter called ‘the Authority’ having agreed, under the terms and conditions of the Agreement dated made between..... and ...for the due fulfillment of the said Agreement by the Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....) at the request of..... Contractor(s), We (Bank) do hereby undertake to pay to the Authority an amount not exceeding Rs..... against any loss or damage caused to or suffered, or would be caused to or suffered by the Authority by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the authority by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’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 Rs.....

3. We undertake to pay the authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers(s) 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 Bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully and its claim satisfied or discharge or till..... Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contactor(s) and accordingly discharges this Guarantee after..... years from the date of completion of the said contract unless a demand or claim under this Guarantee is served in writing on the bank but before the expiry of the said period of years in which case it shall be enforceable against the bank not withstanding the fact that the same is enforced after the expiry of the said period of years.

5. We,.....further agree with the Authority that the Authority shall have the 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 of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contactor(s) 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(s) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) 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.

6. It shall not be necessary for the Authority 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 Authority may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filled with us on or before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / supplier(s).

9. We,..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated thedate of.....20...
for.....
(indicate the name of Bank)
Signature.....
Name of the Officer.....
(in Block Capitals)
Designation of
Code No.....
Name of the Bank and Branch.

SAMPLE FORM FOR SITE ORDERS BOOK
Reference Clause No. 18.4

Name of work Date of commencement/ period for completion.....

Sl. No.	Date	Remarks of the Inspecting Officer or Contractor	Action taken and by whom	Remarks
1	2	3	4	5

ANNEXURE-IV

PROFORMA FOR HINDRANCE REGISTER
Reference Clause No. 18.5

Sl. No.	Nature of hindrance	Items of work that could not be due executed to this hindrance	Date of start of hindrance	Signature of Representative of EIC	Date of removal of hindrance	Overlapping period, if any	Net hindrance in days	Weightage of this hindrance	Net effective days of hindrance	Remarks of Engineer-in-Charge
1	2	3	4	5	6	7	8	9	10	11

ANNEXURE-V

Notice for appointment of Arbitrator
[Refer Clause 47]

To,

The Chairman, IWAI

.....

.....

Dear Sir,

In terms of clause 47 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputed mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of imitation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Chief Engineer for decision
17. Date of receipt of Chief Engineer's decision
18. Date of appeal made to Chairman, IWAI
19. Date of receipt of the decision of Chairman, IWAI

Specimen signatures of the applicant
(only the person/authority who
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims
- 2.
- 3.

Yours faithfully

(Signatures)

Copy in duplicate to:

1. The Regional Director, IWAI

ANNEXURE-VI

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC
FUND TRANSFER SYSTEM**

(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD)

NAME OF THE PROJECT: _____

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:

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 : _____

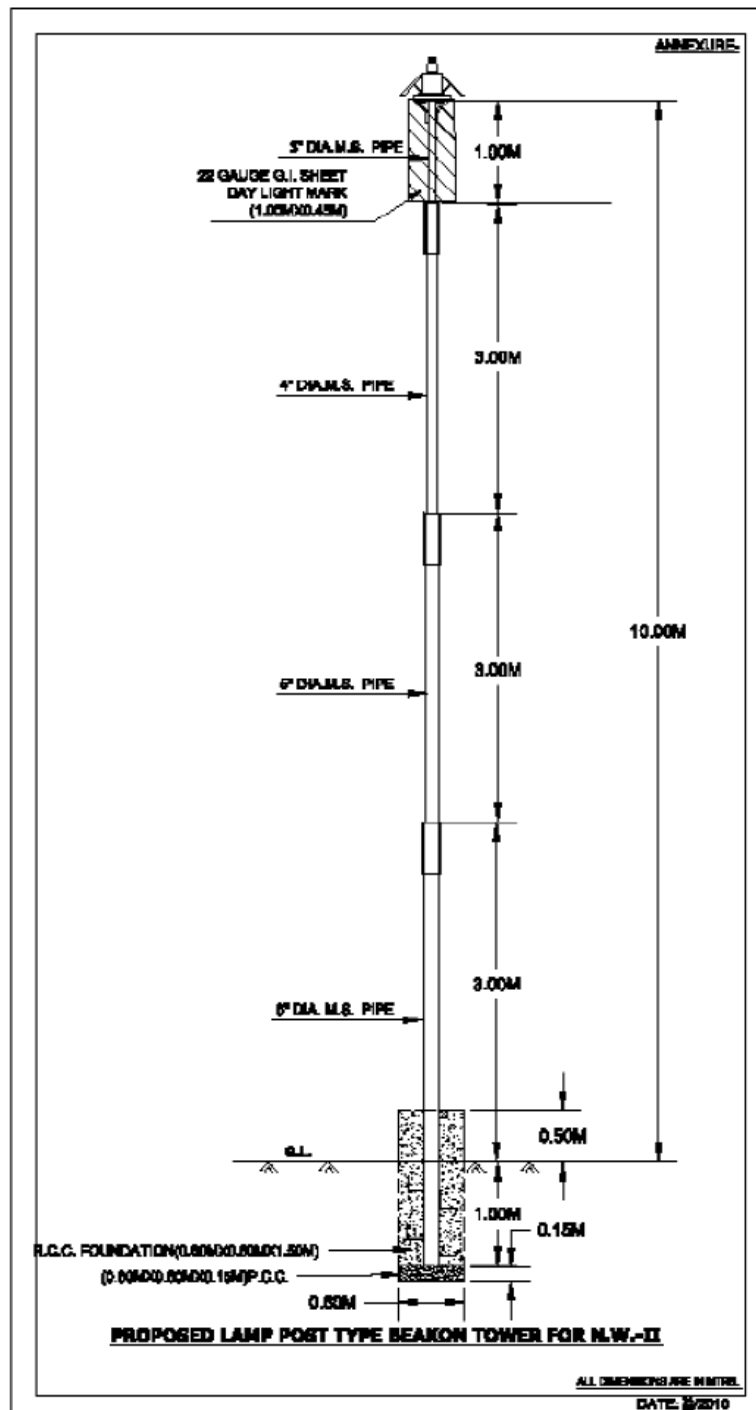
Account Type : _____
(Saving/Current/Others)

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

I/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.

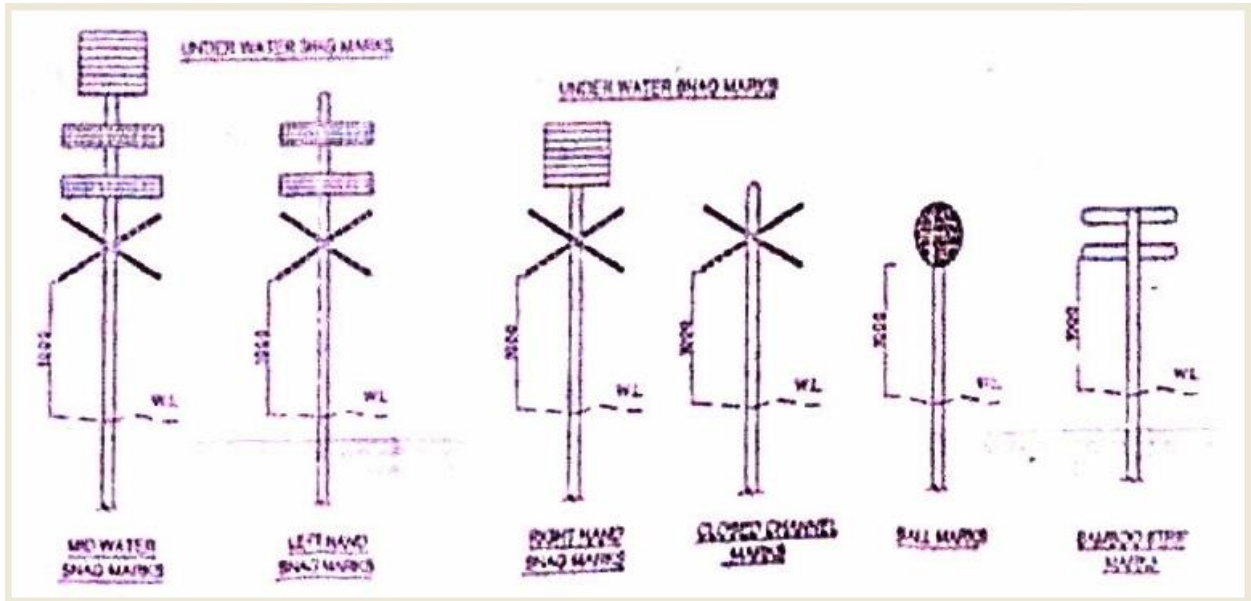
Date:

Signature of Authorized Signatory



DRAWING OF 10 M HEIGHT BEACON TOWER WITH M.S.PIPE

Annexure-VIII



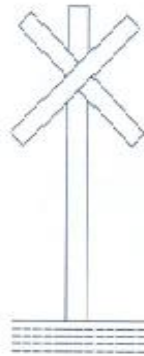
DIFFERENT MARKS OF RIVER ROUTE



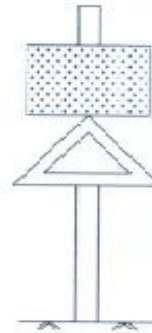
MUNDI
 (RIGHT HAND MARK)
 LEAVE RIGHT SIDE
 (DOWN OR UP STREAM)



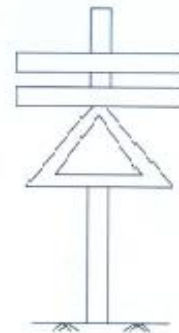
BATH
 (LEFT HAND MARK)
 LEAVE LEFT SIDE WHILE
 COMING RIGHT AND UP STREAM



CROSS
 DANGER,
 DON'T COME TOWARDS ME



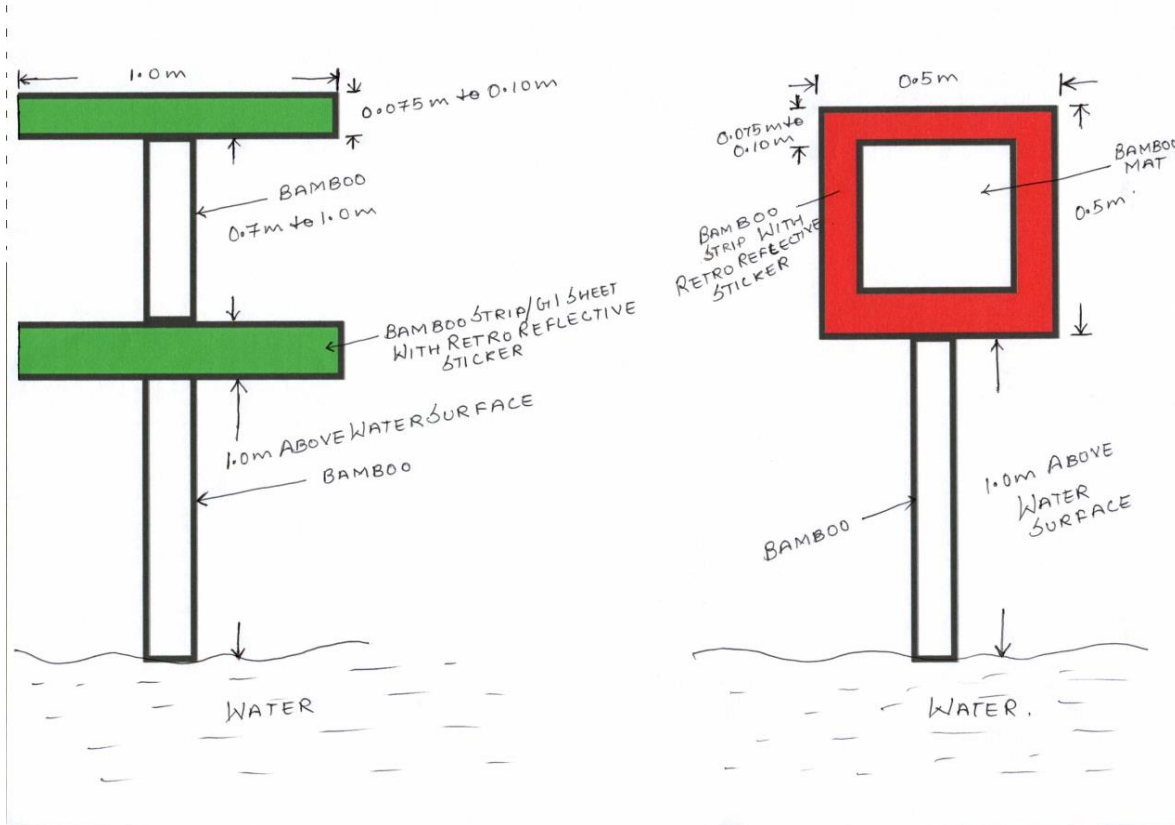
BARE MUNDA
 (RIGHT HAND MARK TRANSIT)
 COME TOWARDS ME AND LEAVE ME ON LEFT
 WHILE COMING UP STREAM



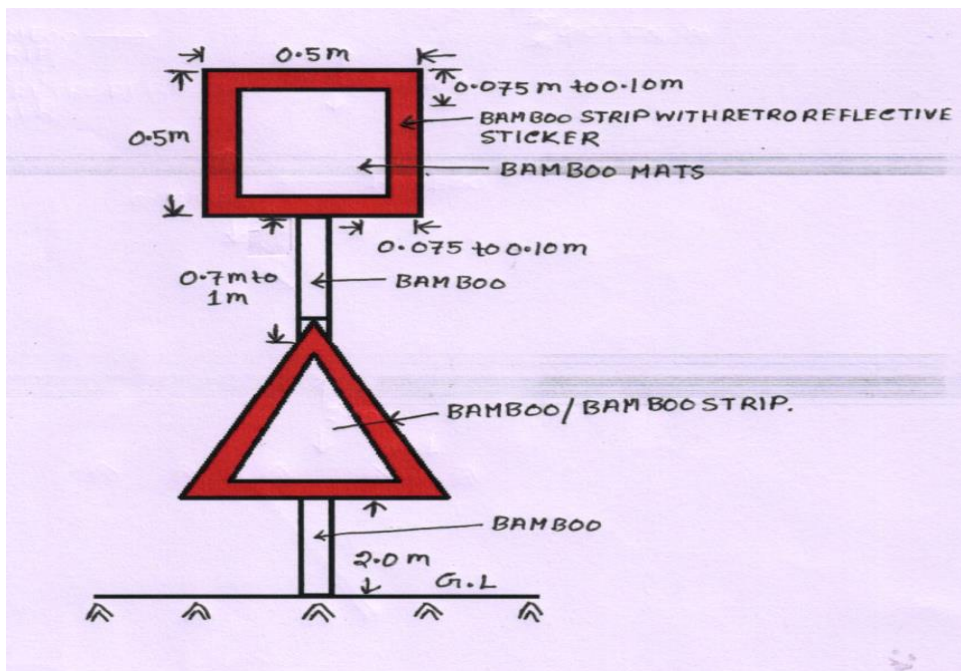
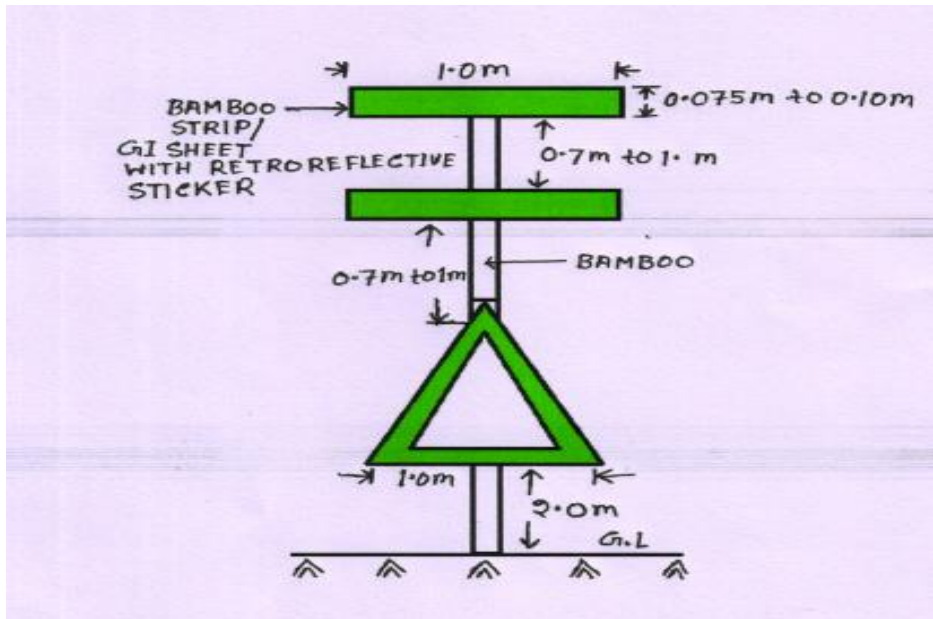
BARE BATH
 (LEFT HAND MARK TRANSIT)
 COME TOWARDS ME AND LEAVE ME ON RIGHT
 WHILE COMING UP STREAM

INLAND WATERWAYS AUTHORITY OF INDIA

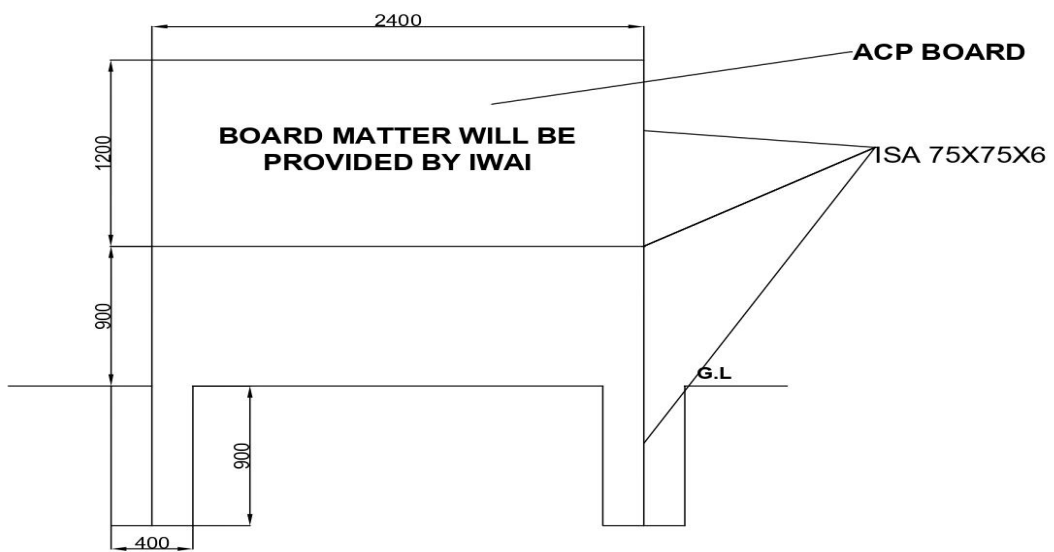
Annexure-IX
Recto Reflective sticker marks



Recto Reflective sticker marks



Signage Board



PLAN