



TENDER DOCUMENT

FOR

**SUPPLY & DEPLOYMENT OF RIVER PILOTS FOR PILOTING OF
VESSELS FROM KOLKATA TO TRIBENI STRETCH OF NW-I & IBP
ROUTE.**



TENDER No. IWAI/KOL/8/PILOT/2026-27

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)

Head Office: A-13, Sector – 1, Noida-201 301 (U.P.)

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

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

Web site: www.iwai.gov.in

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

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 services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
 3. IWAI will not have any liability to any prospective Company/ Firm/Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this tender document.
 4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the services and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.
 5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
 6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the tender document / amended Tender document will be made available on the e-procurement portal & website of IWAI.
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CHECK LIST

- a) Original Bid document duly completed in all respect except prices and signed with seal on every page.
- b) Tender Acceptance letter (To be given on Company Letter Head)
- c) Earnest Money Deposit and tender cost (NEFT/RTGS as prescribed) as per tender.
- d) Permanent Account Number (PAN) issued by Income Tax Department.
- e) GST registration certificates from the concerned Authorities.
- f) Firm registration certificates from the concerned Authorities.
- g) Experience certificate (work completion certificate for similar works).
- h) Latest certificate of Bank solvency from Nationalize /schedule bank as prescribed validity period up 6 months.
- i) Letter of Authority for signing and negotiation of tender (as the case may be).
- j) Audited balance sheets along with turnover, profit and loss account for the last 3 years with UDIN.
- k) Cancelled cheque for E-Payment (As per annexure-III)
- l) ESIC, EPFO Registration certificate from concerned Authorities.
- m) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- n) 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).
- o) 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.



INDEX

Sl. No.	Details	Page no.
1.	Disclaimer	2
2.	Check List	3
3.	Tender Acceptance Letter	5
4.	Notice Inviting Tender (NIT) for publishing	6
5.	Detailed Notice Inviting Tender	7-11
7.	Part-I	
(i)	Form of Tender	12-13
(ii)	Warranty Form	14
(iii)	Instruction for submission of bid	15-20
8.	Part-II	
(i)	Integrity Agreement	21-26
(ii)	Schedules	27
(iii)	General conditions of contract	28-55
9.	Part-III Technical Specification and Special Conditions	56-60
10.	Part-IV Bill of Quantity	61-62
11.	Part-V Annex	
(i)	Annexure I – Agreement Format	62-64
(ii)	Annexure II – Bank Guarantee Format	65-67
(iii)	Annexure III – E-Payment Format.	68
(iv)	Annexure IV – Performa for Site Order Book.	69
(v)	Annex –V-Performa for Hindrance Register	70
(v)	Annexure VI - Notice for appointment of Arbitrator	71
(vi)	Annex –VII -Minimum Wages Act, 1948 & Central Rules,1950	72-73
(vii)	Annex-VIII New Labour Law 21 November 2025	74-75



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:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Ports, Shipping and Waterways, Govt. of India)
6, Dumayune, Avenue, Kolkata – 700043

E-tender no. IWAI/KOL/8/PILOT/2026-27

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced and reputed contractors/firms/agencies for Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I and IBP route during Oct 2026 to March 2027. For details please visit to <https://eprocure.gov.in/eprocure/app>.

-sd-
(Director)



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)

6, DUMAYUNE, AVENUE, KOLKATA – 700043

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

Telephone Nos. 033-2439 0393

NOTICE INVITING TENDER No.: IWAI/KOL/8/PILOT/2026-27

Name of Work: - Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27.

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 & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27.

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> & www.iwai.gov.in 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 & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27
Date of Publishing	10.09.2026
Document Download Start Date & Time	10.09.2026
Bid Submission start Date & Time	10.09.2026
Bid Closing/Document Download End Date & Time	21.09.2026 15:00 Hrs
Bid Opening Date & Time	22.09.2026 15:30 Hrs
Estimated cost	Rs.22,66,902/-
EMD cost	Rs. 45,338/-
Tender Cost including GST	Rs. 5,900/-
Bank Solvency (All solvency certificate validity period up 6 months)	Rs.9,06,760/-

2. The tender document can be downloaded from the IWAI's website www.iwai.gov.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.5900/- (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	70001503
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 of Industrial Policy & Promotion (DIPP).

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 GeM CPP-Portal portal at <https://eprocure.gov.in/eprocure/app> no later than **15:00 hrs on 21.09.2026**. Bids will be opened online on **22.09.2026 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.

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. The department will also have the right to award this work to bidder at the lowest received rate to ensure that the work is undertaken smoothly.

7. The tendered shall meet the following pre-qualification criteria:

- i. The tenderer shall be registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department, any other concerned Deptt or non-registered contractors having experience of working with IWAI.
- ii. Tenderer shall have Permanent Account Number issued by Income Tax Deptt.
- iii. The tenderer shall be registered with GST department.
- iv. Average annual financial turnover during last three years i.e 2022-23, 2023-24 & 2024-25 ending 31st March of the previous financial year, should be at least 30% of the cost of this work as mentioned in this tender (UDIN Verified).
- v. Experience of having successfully completed similar works i.e Supply and deployment of River Pilots or other manpower except security personnel during last seven years ending last day of month previous to the one in which this tender is invited should be either of following:
 - (a) Three similar works costing not less than 50% of the estimated cost; **or**
 - (b) Two similar works costing not less than 60% of the estimated cost; **or**
 - (c) One similar work completed not less than 80% of the estimated cost
- vi. Latest valid Solvency Certificate of at least Rs.9,06,760/-, issued by a Nationalized or Scheduled Bank included in the Second Schedule of the RBI Act; this certificate must be dated within six month prior to the bid closing date to be considered current and valid.
- vii. The tender shall agree to the terms & conditions of the tender and upload the tender duly signed in each page for agreeing the same.
- viii. The tender shall submit required Earnest Money Deposit in the form of NEFT/RTGS. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause 6 shall be deemed to be rejected.
- ix. Parties fulfilling the above indicative eligibility criteria can download tender document from the “<https://eprocure.gov.in/eprocure/app/cppp>” and IWAI’s website “www.iwai.nic.in”. Bidders submitting the downloaded version of tender document.**
- x. 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. Site can be inspected on all the working days during office hours. IWAI reserves the right to reject any or all the tender without assigning any reason thereof.

8. 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> by 1500 hrs on 21.09.2026 and it will be opened on 22.09.2026 at 15:30 hrs.

9. 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 formats, the first part i.e.” Technical bid” should contain the scanned copy of entire tender document duly signed, along with supporting document as prescribed in the tender document.
 - Second part i.e.” Financial bid” shall contain only the percentage of the service charge as in schedule A. This price bid (BOQ of The work of Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27 as per format provided along with this tender. Bid shall be submitted online separate covers super scribing as “technical bid” and “financial bid”.
 - The administrative/ service charge/ any other liability/ charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should not be less than 3.85% as per the Ministry of Finance, Department of Expenditure Procurement of Policy Division OM no.F.6/1/2023-PPD dated 06.01.2023 and it also include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
10. 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 envelope.
11. **Opening Of Tenders & Evaluation**
- (a) Tenders will be opened online by the tender evaluation committee at IWAI, Kolkata-700 043 at **15:30 hrs on 22.09.2026** in the presence of representative of the tenders who choose to remain present.
- (b) After the online opening of the tenders, the first part i.e. Technical bid will be evaluated by the Tender Evaluation Committee as constituted by the Authority. The second part i.e. Price bid will be opened online by the same T.E.C. only for those tenderers who become technically qualified after the evaluation of technical on a suitable date.
- (c) If the tendered amount is same for more than one bidder then the work will be awarded to the bidder on the basis having more credential/experience certificate (i.e value of work) submitted by the bidders.
12. **TENDER VALIDITY PERIOD**
- 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.
13. 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.
14. 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.
15. For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:
E-mail: dirkol@iwai.gov.in, iwaical@yahoo.com
Contact Telephone Numbers: _033-24390393, Fax No. : 033-24395577
- (Director)

PART-I
FORM OF TENDER

To,
THE DIRECTOR
INLAND WATERWAYS AUTHORITY OF INDIA,
6, Dumayune, Avenue
Kolkata – 700 043

Name of Work: Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27.

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, 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	Description of Work	UTR No. & Date/ Valid exemption certificate no.	EMD (Rs.)	Details of Bank (Name of Bank, Branch and address)
1	Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27		45,338/-	

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 an other 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 agrees 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 severely responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi-Govt. agency or Public Sector Undertaking or Multilateral or International Aid Agency/Development Bank.

1. 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.

2. 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.

3. I/We certify that the information / documents submitted by me are true and correct. If any misleading / incorrect /false/fake/fraud information/documents are found submitted by me at any stage of evaluation of bid or after award of work / signing of agreement, my EMD/Security Deposit shall be forfeited by IWAI.

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.

WARRANTY FORM

M/s _____

_____ having its registered office at _____ (hereinafter referred to as the contractor) having carefully studied all the documents, specifications etc pertaining to the contract for works required for the work of _____ and 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 the 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 Authority to execute the said works according to the terms and conditions of the said contract.
6. The contractor 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 work, its performance or personnel employed therein or environment.

Date:

For and on behalf of the Contractor.

Signature : _____

Name : _____

Stamp : _____

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Ports, Shipping and Waterways, Govt. of India)

INSTRUCTIONS FOR SUBMISSION OF BID

- 1.0 All covering letters and information to be included in the bid shall be submitted along with the bid itself.

This tender schedule is only for the work of “Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27”.

- 2.0 Total estimated cost of works is as under:

Sl No	Description of works	Estimated cost
1.	Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27	22,66,902/-

- 3.0 Tender should be submitted **on line** in two cover system

Cover – 1 (Part-I) : Technical & Commercial Bid.
Cover – 2 (Part-II) : Price Bid of offer.

Tenders are invited on line for submission of Price bid: Schedule -A: by bidders

Bidders may quote the schedule i.e. Schedule A and to be submitted in one cover i.e. under cover-2. No other document other than the Price schedule/ schedules should be placed inside Envelope – 2 containing price bid otherwise tender will be summarily rejected.

Cover –1 :

The first cover shall be submitted along with the following documents and the cover should be super scribed with “TECHNICAL/ COMMERCIAL BID for Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27.

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

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 page,

- 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 certificate of Bank solvency from Nationalize /schedule bank as prescribed validity period up 6 months.
- i) Letter of Authority for signing and negotiation of tender (as the case may be).
- j) GST registration certificate from the concern Authority.
- k) Permanent Account Number (PAN) issued by Income Tax Department.
- l) Audited balance sheets along with turnover, profit and loss account for the last 3 years i.e. ending March 2023, 2024 & 2025(UDIN Verified)
- m) 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.
- n) 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).
- o) All FORM as prescribed & as per terms condition in the same format to be submitted by bidder.
- p) ESIC, EPFO Registration certificate from concerned Authorities.
- 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.

Cover - 2:

The second cover shall be submitted along with the following documents and the cover should be super scribed with PRICE BID for Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27. Schedule of Prices duly filled in the specified form, i.e. "SCHEDULE –A."

- (ii) It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid (envelope-2) will be a sufficient cause for rejection of bid.
- (iii) The bidder must ensure to quote the rate of each item of Bill of Quantities. If the bidder has omit / left some items, then the rate of such items shall be treated as zero value.

4.0 Bidders are advised to submit on line 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.

- 5.0 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 envelope.
- 7.0 In case the bidder decides not to participate for this work, then the down loaded complete set of bid document may kindly be withdrawn from the e-tender <https://eprocure.gov.in/eprocure/app/>.
- 8.0 The bids can only be submitted in the name of the bidder in whose name the bid documents were downloaded.
- 9.0 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.
- 10.0 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 submit 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 firm in the firm in the Tender shall be furnished along with 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.
- 11.0 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.
- 12.0 **The bid document shall be completed in all respects and shall be submitted on line together with the requisite information and appendices. The Tenderer shall also submit the hard copies of Tender in two sealed covers (apart from on line copy) marked "Cover-1" and "Cover - 2".** They shall be complete and free from ambiguity, change or inter-lineation. 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
- 13.0 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.
- 14.0 The Bid documents shall be signed by the bidder on each page.
- 15.0 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.
- 16.0 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words; the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material/ equipment" etc. is liable to be rejected.
- 17.0 IWAI shall have a 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.
- 18.0 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.

- 19.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 20.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.
- 21.0 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.
- 22.0 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.

23.0 **Suspension of Business of Contractor**

As per clause No 22.2 & 22.3 of CPWD Enlistment rule -2005 modified upto 08.07.2013 suspension of business and removed from the list and are not eligible for award of any work whenever adverse report related to adverse performance, misbehavior, direct and indirect involvement in threatening, making false complaint, filing legal suites for playful reasons, hampering tender process or execution of contract or any act, omission or commission etc. damaging the reputation of department / Officer or other type of complaint considered fit by Authority.

24. **Banned or Blacklisted Contractors**

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). If a bidder has been banned by any Govt. or Quasi Govt. Agency or PSU, this fact must be clearly stated and it may not necessarily be a cause of disqualifying the firm. If this declaration is not given, the bid shall be rejected as non-responsive.

25. **LAST DATE AND TIME FOR SUBMISSION AND OPENING**

The tender shall be received on line upto **15.00 hrs. on 21.09.2026** and shall be opened **on 22.09.2026 at 15.30 hrs** in the presence of authorized representatives of the tenderers who would like to be present at the time of opening. The hard copy of tender should reach on or before date & time of opening of tender. Late receipt of required document shall not be considered.

26. EARNEST MONEY DEPOSIT

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 envelope.

27. VALIDITY OF PRICES

The tenderer should quote the rate as per prescribed schedule. The rates quoted should be firm and should be kept valid for consideration for at least **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.

28. SUBMISSION OF FALSE/FAKE DOCUMENTS

Even after award of contract and subsequent execution of agreement, any information/facts/documents submitted by the contractor if found misleading, incorrect, false/fake etc. IWAI reserve the right to terminate the contract without giving any prior notice and the EMD/SD amount submitted for this work will be forfeited by IWAI.

29. DETAILS OF OFFER

- i) IWAI reserves the right to segregate the work to one or more parties without assigning any reason thereof.
- iii) IWAI has the right to reject any or all of the tenders without assigning any reasons and will not be bound to accept the lowest or any other tender or to give any reason for such decision.

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

Chairperson, Inland Waterways Authority of India represented through Director, Inland Waterways Authority of India, 6, Dumayune, Avenue, Kolkata- 700043.

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. IWAI/KOL/8/PILOT/2026-27) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27".

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 participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a 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, 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 intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the 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/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

.....

(For and on behalf of 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** : The work of Supply & Deployment of River Pilots for piloting of Vessels from Kolkata to Tribeni Stretch of NW-I & IBP Route during 2026-27.
- Estimated cost of work** : The work is estimated to cost Rs.22,66,902/-
This estimate, however, is given merely as a rough guide.
- (a) Earnest Money** : Rs. 45,338/- shall be deposited through NEFT/RTGS in the account details mentioned above or having valid exemption certificate
- (b) Performance Guarantee** : 5% of awarded value.
- (c) Security Deposit** : 5% of awarded value.

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

- (i). Officer inviting tender** : Director
- (ii). Tender Accepting Authority** : Inland Waterways Authority of India, Kolkata
- (iii). Time allowed for submission of Performance Guarantee** -As per clause No-3 of GCC within 15 days of the issue of the work order.

GENERAL CONDITIONS OF CONTRACT

CONTENTS

CLAUSE-1	:	DEFINITIONS
CLAUSE-2	:	INTERPRETATIONS
CLAUSE-3	:	PERFORMANCE GUARANTEE
CLAUSE-4	:	SECURITY DEPOSIT
CLAUSE-5	:	SUFFICIENCY OF TENDER
CLAUSE-6	:	CONTRACT DOCUMENTS
CLAUSE-7	:	DISCREPANCIES AND ADJUSTMENT OF ERRORS
CLAUSE-8	:	DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE
CLAUSE-9	:	ASSIGNMENT AND SUB-LETTING
CLAUSE-10	:	FACILITIES TO OTHER CONTRACTORS
CLAUSE-11	:	CHANGE IN CONSTITUTION OF THE FIRM TO BE INTIMATED
CLAUSE-12	:	COMMENCEMENT OF WORK
CLAUSE-13	:	WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS AND ORDERS ETC.
CLAUSE-14	:	SETTING OUT THE WORKS
CLAUSE-15	:	URGENT WORKS
CLAUSE-16	:	DEVIATIONS, VARIATIONS, EXTENT & PRICING
CLAUSE-17	:	CONTRACTOR'S SUPERVISION
CLAUSE-18	:	INSTRUCTIONS AND NOTICE
CLAUSE-19	:	LAWS GOVERNING THE CONTRACT
CLAUSE-20	:	WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS
CLAUSE-21	:	LABOUR
CLAUSE-22	:	FORCE MAJEURE
CLAUSE-23	:	LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF
CLAUSE-24	:	CONTRACTOR'S LIABILITY AND INSURANCE
CLAUSE-25	:	SUSPENSION OF WORKS
CLAUSE-26	:	FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK
CLAUSE-27	:	TERMINATION OF CONTRACT ON DEATH
CLAUSE-28	:	CARRYING OUT PART WORK AT THE RISK & COST OF THE CONTRACTOR
CLAUSE-29	:	COMPLETION TIME AND EXTENSIONS
CLAUSE-30	:	LIQUIDATED DAMAGES FOR DELAY
CLAUSE-31	:	WHEN THE CONTRACT CAN BE DETERMINED
CLAUSE-32	:	INSPECTION AND APPROVAL
CLAUSE-33	:	COMPLETION CERTIFICATE
CLAUSE-34	:	PAYMENT ON ACCOUNT
CLAUSE-35	:	TAXES, DUTIES AND LEVIES ETC
CLAUSE-36	:	TAX DEDUCTION AT SOURCE
CLAUSE-37	:	PAYMENT OF FINAL BILL
CLAUSE-38	:	OVER PAYMENTS AND UNDER PAYMENTS
CLAUSE-39	:	FINALITY CLAUSE
CLAUSE-40	:	SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS
CLAUSE-41	:	SETTLEMENT OF DISPUTES & ARBITRATION
CLAUSE-42	:	CLAIM
CLAUSE-43	:	INTEREST
CLAUSE-44	:	EXTENSION OF CONTRACT.

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 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 authorized 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) **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.
- (xxi) **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.
- (xxii) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxiii) 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.
- (xxiv) District specifications mean the specifications followed by the State Government in the area where the work is to be executed.
- xxv) 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 either NEFT/RTGS payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance 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.
- 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 totaling in the amount column and in carrying forward totals shall be corrected.~~

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

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 work performed by Manpower with respect to discharge of the intended duty.

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

8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work 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 ensue as provided for in the said clause-36.

CLAUSE – 12: COMMENCEMENT OF WORK

The contractor shall commence the work and supply the manpower at RO, IWAI, Kolkata within 72 hrs of the issue of work order. If the contractor commits default in mobilization of resources, as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

CLAUSE – 13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION AND ORDERS ETC.

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

and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.

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

- (a) Specifications or revisions thereof other than standard printed specifications
- (b) Explanations, instructions etc.

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

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

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 the contract.

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~~

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

~~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.~~

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 River Pilot 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.

CLAUSE - 19: 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 - 20: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS~~

- ~~20.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during Sundays and national holidays without the permission in writing of the Engineer in Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer in Charge accordingly.~~

~~20.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/or in extra shifts to ensure completion of works under the contract as scheduled.~~

CLAUSE - 21: LABOUR

21.1 (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, matching the minimum age specified under the applicable Labour Codes.

(b) If any foreigner is employed by the contractor on the work within the site, the latter shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued therefrom 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 employees is found to be a person who has held a 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—employment as a 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.

21.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of the second half of the preceding month and the 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 benefits as provided under the **Code on Social Security, 2020** (subsuming the erstwhile Maternity Benefit Act, 1961) and the rules made thereunder, along with the details of the benefits/amounts paid to them.

21.3 The Contractor shall pay to labourers employed by him, either directly or through sub-contractors, wages not less than the floor wages or minimum wages defined under the **Code on Wages, 2019** and provisions regarding contract labour under the **Occupational Safety, Health and Working Conditions Code, 2020**, as amended from time to time, and rules framed thereunder.

21.4 The Contractor shall strictly comply with the provisions of the **Four New Labour Codes, 2020** and all other relevant statutory Acts, Laws, Regulations, or Bye-Laws of any Local or Statutory Authority applicable in relation to the execution of works. The statutory acts consolidated and applied under this contract specifically include, but are not limited to:

- **The Code on Wages, 2019:** (Subsuming and replacing the *Payment of Wages Act, 1936*, *Minimum Wages Act, 1948*, *Payment of Bonus Act, 1965*, and *Equal Remuneration Act, 1976*).
- **The Code on Social Security, 2020:** (Subsuming and replacing the *Employees' Compensation Act, 1923* / erstwhile *Workmen's Compensation Act*, *Employees' State Insurance Act, 1948*, *Maternity Benefit Act, 1961*, and *Payment of Gratuity Act, 1972*).
- **The Occupational Safety, Health and Working Conditions Code, 2020:** (Subsuming and replacing the *Contract Labour (Regulation & Abolition) Act, 1970*, *Building and Other Construction Workers Act, 1996*, and various safety regulations).
- **The Industrial Relations Code, 2020:** (Subsuming and replacing the *Industrial Employment (Standing Orders) Act, 1946* and *Industrial Disputes Act, 1947*).
- **The Personal Injuries (Compensation Insurance) Act, 1963** and any subsequent modifications thereof.

The Contractor shall take into account all the above legal and financial liabilities in his quoted rates, and nothing extra, whatsoever, shall be payable to him on this account. The list is indicative only; the contractor must remain fully aware of all updated provisions under the Labour Codes and follow them diligently on the work. The contractor shall be fully and personally responsible for the violation of any regulatory provision.

21.5 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 provisions of the **Code on Social Security, 2020** (incorporating the provisions of the erstwhile *Employees' State Insurance Act, 1948*). 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 the assessed contribution amount from the running bills. The amount so recovered shall be adjusted against the actual contribution payable.

21.6 The Engineer-in-Charge shall, on a report made by an Inspector-cum-Facilitator (as defined under the new Labour Codes) or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages, or on account of any unauthorized deductions made from the wages of the workers.

21.7 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulations, Laws, and Rules 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 the Labour Codes, or in the event of any decree, award, or order against the contractor being received from a competent authority/tribunal, the Engineer-in-Charge shall be empowered to deduct such sum or sums from the Bill of the contractor, from his security deposit, or from other payments due under this or any other contract to satisfy the provisions within a reasonable time. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

21.8 In the event of the Contractor committing a default or breach of any of the provisions of the updated Labour Codes and Central/State Rules, or furnishing any materially incorrect information/registers, the Contractor shall, without prejudice to any other liability, pay to the Authority a sum fixed by the Engineer-in-Charge as liquidated damages for every default, not exceeding the revised statutory fine thresholds or a contractually specified penalty limit. The decision of the Engineer-in-Charge in this respect shall be final & binding.

21.9 The Contractor shall at his own expense comply with, or cause to be complied with, the Provisions/Rules provided for welfare, health, and clean sanitary arrangement of Contract Labour as mandated under the **Occupational Safety, Health and Working Conditions Code, 2020** and other instructions issued by the Authority. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

21.10 The Contractor shall at his own expense arrange for workplace safety as required by the **Occupational Safety, Health and Working Conditions Code, 2020** or by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works. In case the contractor fails to provide necessary facilities, the Engineer-in-Charge shall be entitled to do so and recover the cost from the Contractor. This will not absolve the contractor of his primary structural safety responsibilities.

21.11 Failure to comply with safety manuals, welfare rules, accident reports, or statutory mandates referred to in Clause 21.4 shall render the contractor liable to liquidated damages as fixed by the Engineer-in-Charge based on inspector reports.

In the event of any injury, disability, or death of any workmen in or about the work, 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** (incorporating the provisions of the erstwhile *Employees' Compensation Act, 1923*) or any other law in force. If any award, decree, or order is passed against the contractor for recovery of compensation by any competent court or Labour Commissioner, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum due or that may become due to the contractor under this or any other contract.

21.12 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 the unified Labour Codes/Regulations.

21.13 The contractor shall not, otherwise than in accordance with the statutes, ordinances, and Government Regulations or orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor or drugs, or permit/suffer any such disposal by his sub-contractors, agents, or employees on the site.

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

21.15 The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the Contractor who, in the opinion of the Engineer-in-Charge, misconducts himself, or is

incompetent or negligent. Such person shall not be again employed upon the works without written permission.

21.16 For manpower components or contracts where payments are on the basis of reimbursement of wages to contractors, all principal employers must ensure that the contractors—after making payment to its employees by the **5th of each month**—submit their bills not later than the **10th of the same month**.

21.17 In case the payment is delayed inordinately, the principal employer shall pay directly to the contract workers as per terms and conditions included in the contract agreement. Further, where the contractor fails to make payment and the Principal Employer has to step in to make direct payments, action will be taken to blacklist the contractor by the ministry/authority, and for repeat offences, the contractor will be blacklisted from all ministries and departments of the Government of India in terms of Rule 151 of GFRs, 2017 and applicable Department of Expenditure (DoE) guidelines.

21.18 Release of Security Deposit after Labour Clearance:

The Security Deposit of the work shall not be refunded until the contractor produces a "Labour Clearance Certificate" from the competent Labour Authority or an automated clearance log under the Labour Code portal. Provided that, if no adverse report or claim is received from the labour authorities within six months after the formal date of physical completion of the work, it will be deemed that the clearance has been issued, and the security deposit will be released if otherwise due under the contract.

CLAUSE – 22: FORCE MAJEURE

22.1 Definition and Scope

A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an Act of God (like a natural calamity) or events such as a war, strike, riots, or crimes. It explicitly excludes negligence, wrong-doing, predictable/seasonal rain, or any other events specifically omitted elsewhere in this contract.

An FM clause frees both parties from contractual liability and obligations when prevented by such events from fulfilling them. An FM event does not entirely excuse a party's non-performance but suspends it for the documented duration of the FM.

22.2 Notice Requirements

The affected party must give formal written notice of an FM event within a reasonable time as the conditions permit—specifically **not later than 14 days** after its occurrence. Force Majeure cannot be claimed *ex-post facto* (retrospectively).

In situations where an FM event uniquely affects the purchase organization/procuring entity, it shall communicate with the supplier/contractor along similar procedural lines for further necessary action.

22.3 Extended Disruptions and Termination

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of Force Majeure for a continuous period **exceeding 90 (ninety) days**, either party may, at its option, seek to terminate the contract. Such termination shall be executed without any financial repercussion or punitive liability on either side.

22.4 Non-Imposition of Sanctions

Notwithstanding the punitive provisions contained in the contract for delay or breach, the supplier/contractor/consultant shall not be liable for the forfeiture of its performance security, imposition of Liquidated Damages (LD), or invocation of a denial clause, so long as the delay and/or failure in fulfilling obligations is the direct result of an event covered under this Force Majeure framework.

22.5 Alignment with Public Procurement Manuals

This clause is aligned with the specific operational frameworks recognized under the following statutory guidelines:

- ~~Para 9.3.3(3)(a) of the Manual for Procurement of Goods, 2024~~
- **Para 10.4.1(3)(a)** of the *Manual for Procurement of Consultancy Services, 2025*
- **Para 9.4.2(3)(a)** of the *Manual for Procurement of Non-Consultancy Services, 2025*
- ~~Para 7.4.5(1)(a) of the Manual for Procurement of Works, 2025~~

In accordance with these manuals, when an eligible entity is not at fault for delivery or completion delays due to an FM event, the delivery period and/or completion timelines must be formally re-fixed without penalty.

22.6 Special Resolution: Prevailing West Asia Geopolitical Disruptions

Pursuant to **Ministry of Finance, Department of Expenditure O.M. No. 1/3/2026-PPD dated 29th April 2026**, the ongoing West Asia situation is explicitly recognized and treated under the definition of "War" triggering this Force Majeure clause.

Where supply chain disruptions, logistics/shipping constraints, or material shortages arising from the West Asia situation have directly affected or consequentially impacted contractual performance, the following specific relief measures apply:

- **Eligibility Threshold:** Invocation of this specific relief shall be considered valid **only** where the contractor/supplier was not in default of their contractual obligations as on **27th February 2026**.
- **Permissible Extension:** For contractual obligations whose original or validly extended completion dates fall **on or after 28th February 2026**, the date for completion may be extended for a period of **not less than two (2) months and not more than three (3) months** without the imposition of any cost, penalty, or Liquidated Damages (LD).
- **Case-by-Case Assessment:** The exact quantum of the extension (between two and three months) shall be determined by the procuring entity following an objective examination of supporting documents and proof of impact provided by the contractor.
- **Scope of Relief:** This special invocation does not provide a blanket absolution for general non-performance; it applies strictly to obligations directly or consequentially disrupted by the West Asia conflict. All standard contractual obligations shall immediately revive upon the expiration of the granted extension period.

CLAUSE - 23: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 23.1 If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system or any assets in the vessels 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.

23.2 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 provided by the Contractor for execution of the work are unsound, or otherwise not in accordance with the Contract, or that any defect found in the work arising workmanship then the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify the work specified in whole or in part.

23.3 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 – 24: CONTRACTOR'S LIABILITY AND INSURANCE

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

24.2 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

24.3 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.

24.4 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the 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.

- 24.5 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
 - ii) Property liability limits for each accident not less than Rs. 1,00,000 ;
 - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till 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.
- (b) 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.
- (c) 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 – 25: SUSPENSION OF WORKS

- 25.1 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.

- 25.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:
On account of any default on the part of the contractor or
(a) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
(b) for the safety of the works or part thereof.
- 25.3 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.
- 25.4 If the suspension is ordered for the reasons under the Clause 25.2(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 – 26: 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 – 27: 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– 28: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR

28.1 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.

28.2 The Engineer-in-Charge without invoking action under clause 28 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.

28.3 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.

28.4 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.

28.5 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.

28.6 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.

- 28.7 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 arrangement or made any advance on any account or with a view to the execution of the work or the performance of the contract.

~~CLAUSE 29: COMPLETION TIME AND EXTENSIONS~~

~~29.1 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 29.4, 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. However, in case of the contracts having tendered value upto Rs. 500 lakhs, if the total extension involved due to delay is upto 1/3rd of the stipulated period of completion then the Engineer in Charge shall decide the extension and convey the same to the contractor. But the contractor shall not claim any compensation whatsoever on this account.~~

~~29.2 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.~~

~~29.3 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.~~

~~29.4 However, if the work (s) be delayed by:-~~

- ~~—— (i) Abnormally bad weather, or~~
- ~~—— (ii) Serious loss or damage by fire, or~~
- ~~—— (iii) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or~~
- ~~—— (iv) Delay on the part of other contractors or tradesman engaged by Engineer in Charge in executing work not forming part of the contract, or~~
- ~~—— (v) Non-availability of stores, which are the responsibility of Government to supply or~~
- ~~—— (vi) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or~~
- ~~—— (vii) 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.~~

- ~~29.5 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.~~
- ~~29.6 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.~~
- ~~29.7 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.~~
- ~~29.8 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 – 30: LIQUIDATED DAMAGES FOR DELAY

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

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.

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

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

- 30.2 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.

- 30.3 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 – 31: WHEN THE CONTRACT CAN BE DETERMINED

- 31.1 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 and 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 CPP-Portal 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 (CPP-Portal 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 engagement 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 32: INSPECTION AND APPROVAL~~

~~32.1 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.~~

~~32.2 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.~~

~~32.3 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 – 33: COMPLETION CERTIFICATE

33.1 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.

CLAUSE – 34: PAYMENT ON ACCOUNT

- 34.1 Bill shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the daily attendance information sheet/ e-attendance sheet.
- 34.2 Towards its fee for the services rendered to IWAI, the Service Provider shall be paid “Administrative and Management Charges”, excluding GST, at the rate approved through the tender in terms of percentage of the Cost to his Organization (CTO) for rendering the actual professional support services to IWAI.
- 34.3 The Cost to the Service Provider’s organization shall be deemed to be such amount / figure which is worked out by totalling all the expenses (including those on account of Remuneration, conveyance, allowances, reimbursements, etc. of the personnel deployed or utilized by the Service Provider for rendering professional support services to IWAI) incurred by the Service Provider on reimbursement basis of the actual amount.
- 34.4 The service provider will submit the invoices/bills on the 6th day of every month for reimbursement along with a declaration that remuneration of all the staff deployed has been paid. Payments to the service provider would be strictly on certification by the concerned officer that the services were satisfactory and attendance as per the bill preferred by the service provider. The payment shall be made by IWAI within 30 days from the date of receipt of the invoice only on the basis of number of working days for which duty has been performed by each manpower. Amount deducted from the bill / claim for the days of absence in a month shall be as per the approved rate per day per person quoted by the service provider.
- 34.5 The invoice(s) shall be accompanied by supporting documents including copies of receipts issued by the personnel/employees to the Service Provider in respect of payment of salary/ remuneration, allowances, reimbursements etc., acknowledge CPP-Portal/ receipts issued by concerned Government Departments in respect of and towards proof of deduction and deposit of GST and others relevant documents etc., as applicable.

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

CLAUSE – 35: 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 or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

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 the improper work, interpretation of the 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 Amicable Settlement and Internal Escalation

Except where otherwise provided in the contract, all questions, claims, or disputes relating to the meaning of the specifications, instructions, manpower execution, quality of performance, or any other matter arising out of or relating to the contract shall be dealt with in the following progressive tier structure:

- (i) **Escalation to EIC:** If the contractor considers any instruction or decision given in writing by the Engineer-in-Charge to be unacceptable or outside the requirements of the contract, he shall promptly, within **15 days** of the decision, submit a written representation to the Engineer-in-Charge. The Engineer-in-Charge shall issue written instructions or decisions within **30 days** of receipt. This escalation shall not be a reason for the stoppage of work.
- (ii) **Appeal to the Chairman, IWAI:** If the contractor is dissatisfied with the decision of the EIC, or if the EIC fails to give a decision within the stipulated period, the contractor may, within **15 days**, appeal to the Chairman, IWAI. The Chairman, IWAI shall provide an opportunity for a hearing and issue a final administrative decision within **30 days** of receiving the appeal.

- 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 defect's 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 Noida/ New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

NOTE: In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract between the Authority and another Central Public Sector Enterprise (CPSE) or Government Department, such dispute shall be referred by either party for resolution through the **Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)**, in strict compliance with the Department of Public Enterprises (DPE) consolidated guidelines under **O.M. No. DPE-02/0001/2023-AMRCD-FTS-13578** and any subsequent amendments thereof, which completely supersedes the obsolete 1993 Permanent Machinery of Arbitration (PMA) framework; the dispute shall be resolved through the mandated two-tier structure consisting of an administrative Committee of Secretaries followed by a final appeal before the Cabinet Secretary, whose decision shall be absolute and binding on both parties, provided always that the initiation or continuation of these proceedings shall not result in the cessation, suspension, or disruption of any ongoing manpower deployments, service executions, or the statutory payment of wages due under this agreement.

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 will award the work upto March-2027 to the successful bidder and may extend for further another 3 months at the mutual agreed rates and same terms and conditions of last year contract of 2026-27 after getting the willingness from the concerned contractor and subject to performance of the contractor.

PART- III
TECHNICAL & SPECIAL CONDITIONS

Special Terms & Conditions for Supply & Deployment of River Pilots for Piloting of Vessels from Kolkata to Tribeni Stretch of NW-1 & IBP Route during 2026-27.

1. (a) Scope of Work

The Agency shall Supply experienced River Pilots at IWAI Kolkata RO. The area of operation shall be Kolkata to Tribeni & IBP route if required, with mutual consent. The Agency shall supply additional pilots if required on the same terms and conditions and rates during the contract period. The contract can be extended for a further period of 6 months time at the same terms and conditions and the Agency shall abide by the same.

These River Pilots employed by agency have to fulfill the following responsibility: --

- (a) The pilots shall pilot the vessels from Kolkata to Tribeni stretch of NW-1 & IBP Route as per the directions of Engineering in-charge.
- (b) The minimum qualification, essential/desirable experience and the consolidated monthly remuneration payable to each technical personnel to be engaged on contract basis shall be as follows

Qualification & Experience for Pilots

- i) 5 year experience of piloting/handling inland vessels of navigable channel and snags.
- ii) Knowledge of meaning of country boats in river/ canal in all weather conditions
- iii) Know Swimming
- iv) Should be prepared to live on boats/ dengies and capable of adapting himself to the river conditions/ IBP Route..
- v) Knowledge of changing pattern of channels and other condition of local & National waterways and in IBP Route.
- vi) 8th class Pass
- vii) "Deployment of pilots in Indo-Bangladesh Protocol Route for Inland Water Transit & Trade should have competency certificate of 2nd class Master from IWT (Govt of West Bengal) or endorsement from IWT (Govt. of West Bengal), or as per PIWT&T".

- (c) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore 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.
- (d) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the 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.

- 2 The Contractor shall in respect of personnel employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.
- 3 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority if applicable in relation to the execution of works. Thus the Authority has no liabilities in respect of labour Act/law applicable such as:
 - i) Payment of wages Act.2019 (Amended)
 - ii) Payment of wages Act.1936 (Amended)
 - iii) Minimum wages Act. 1948 (Amended).
 - iv) The Contract Labour (Regulation & Abolition) Act, 2025 with Rules framed there under as amended.
 - v) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
 - vi) Employer's Liability Act 1938 (Amended)
 - vii) The Industrial Employment (Standing orders) Act.1946 (Amended).
 - viii) The Industrial Disputes Act. 1947 (Amended)
 - ix) The Personal Injuries (Compensation Insurance) Act.1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- 4 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in- Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 5 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required on estimated to be 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 of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- 6 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-23.5 or in the event of decree or award or order against the contractor having been received

from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 25.5 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 Act/Laws/Rules/Codes as mentioned under Sub-Clause 25.5 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.

- 7 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
8. The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangement for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangement as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 9 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 arrangement 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.
- 10 In the event of any injury, disability or death of any personnel in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums

shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

- 11 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.
- 12 The Contractor shall obtain License/Registration under the Contract Labour Act 1970 if considered necessary after the issue of work order.
- 13 The contractor also has to enclose returns of EPF & ESI contribution made by him to the statutory authorities to be enclosed with every monthly bill for making him eligible for payment of his monthly bills.

14. OBLIGATIONS OF THE AGENCY

- i) The Agency will supply uniformed and trained personnel and will upto the best endeavors to operate the services.
- ii) The River Pilots supplied will be employee of Agency and statutory liabilities will be paid for by Agency as ESI, PF etc.
- iii) Agency will cover its River Pilots for personal accident while operating the piloting Service.
- iv) Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instruction agreed upon between the two parties.
- v) All necessary reports and other information's will be supplied on a mutually agreed basis and regular meeting will be held with IWAI.
- vi) The Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction waste or misuse the area of responsibility entrusted to it by IWAI and shall be entitled to any person or company any of the effects or assets of the IWAI under its control.
- vii) The staff shall not accept or give any gratuity on payments, gifts or reward in any or whatsoever.
- viii) Under the terms of their employment with the Agency the pilots shall not undertake any other professional or such work for reward or otherwise either directly or indirectly except for and on behalf of the Agency.
- ix) The Agency shall do and perform all such piloting services, acts, matters and things connected with the administration, superintendence and conduct of the piloting arrangements, as per the direction enumerated herein and in accordance with such direction which IWAI may from time to time issue and which have been mutually agreed upon between the two parties

- x) If and when IWAI feels that for effective achievements of the covered objects of the contract, it is desirable that any pilot or pilots of the Agency has to be removed and/or changed, the IWAI had the right to issue instruction to the effect to the Agency who shall abide by the same.
- xi) The Agency shall be responsible to maintain all property and equipment of IWAI entrusted to it for its own use and under its control (reasonable wear & tear excepted) and for safe return of those item which are specifically stipulated to be returned to IWAI.
- xii) The piloting services stipulated in the contract are for the exclusive use of IWAI and they cannot be sub-contracted or used by either party to this contract, without the prior written consent of the other.
- xiii) The Agency personnel shall neither avail nor request for any of the facilities provided to IWAI employees.
- xiv) The Agency shall provide leaves to the personnel deployed at sites as per notification of New Labour Department, Govt. of India.

(15) **IWAI'S OBLIGATIONS**

- i) To pay the piloting services stipulated in the contract at the agreed price and time.
 - ii) To pay separately for any additional services required by IWAI that are over and above those contained in this contract.
 - iii) No employees of Agency will be contracted or employed by IWAI within a period of 6 months of having left services of Agency or within 6 months of this contract for piloting services.
 - iv) The piloting services stipulated in the contract are of the exclusive use of IWAI and cannot be subcontracted or used by a third party without prior written consent of Agency.
 - v) The personnel employed on this contract will only carry out functions stipulated in this contract. Any change or alternation must have prior written consent of Agency.
 - vi) To immediately inform Agency of any changes that necessitate a change in the assignment instructions.
 - vii) IWAI will take all precautionary measures as laid down in the Factories Act 1948 to avoid any damage ,loss or injury.
- (16) The contractor shall taken undertaking from the deployment of manpower not any dispute from the previous company alongwith the contractor also submitted the same.

PART-IV

PRICE SCHEDULE – A

SCHEDULE OF REQUIREMENT / BILL OF QUANTITY

Supply & Deployment of experienced River Pilots for piloting Vessels in Kolkata – Tribeni stretch of National Waterway No: -1 & IBP Route during 2026-27.

Tender Inviting Authority: Inland Waterways Authority of India, Kolkata

Name of Work: SUPPLY & DEPLOYMENT OF RIVER PILOTS FOR PILOTING OF VESSELS FROM KOLKATA TO TRIBENI STRETCH OF NW-I & IBP ROUTE.

Contract No: IWAI/KOL/8/PILOT/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	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	Work of Supply & Deployment of experienced River Pilots for piloting Vessels in Kolkata – Tribeni stretch of National Waterway No: - 1 and IBP Route.					
1.01	River Pilot	90.000	Man-Month	23540.00	2118600.00	INR Twenty One Lakh Eighteen Thousand Six Hundred Only
Total in Figures					2118600.00	INR Twenty One Lakh Eighteen Thousand Six Hundred Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only					

Note:-

- 1) The Agency will pay the monthly wages and allowances to the pilots mentioned in column 5 except the service charge. Hence, the Agency has to quote the rate for his service charge only percentage or basis for the total wages & allowances for each category of manpower.

- 2) For pilots enhancement in Statutory Minimum wages (Central) if any will be reimbursed on actual basis on submission of documentary evidence.
- 3) The contractor shall be enclosed proof of payment, ESI & EPF contribution (as applicable) of preceding month made by him to the statutory authorities to be enclosed with the bill for making him eligible for payment of his monthly bill.
- 4) An employer (outsourced agency) is liable to pay his contribution in respect of every employee and deduct employee's contribution from salary/wages bill and shall pay these contributions as applicable to the concerned authorities.
- 5) The security deposit amount of the successful bidder shall be released only after submission of required all of statutory dues viz. ESI, EPF, etc as applicable for the deployed employee only after six month from the close of the contract.
6. Any statutory deduction shall have to be made from the consolidated remuneration only and no additional payment would be made on that account. *(PF & ESI will be reimbursable in case same is mandatory as per Law)*".
7. In case of any changes in the Act which has a bearing on the contract, the same should be complied with by the Outsourced Agency.
8. In case of any enhancement of salary/wages approved by the competent authority for above mentioned posts than the same will be applicable to the deployed employee.
9. The Agency will comply the new labour rule 2025 compliance.
- 10. The supply and deployment of employee can be increased or decreased as per requirement of IWAI and as per direction of by EIC or his authorized representative.**
11. Presently as per Govt. rule those pay is more than Rs.15,000/- they will not eligible for getting benefit of EPF. Further, those pay is more than Rs.21,000/- they will also not eligible for getting benefit of ESI. Further, ESI will be considered for @3,25+0.75=4% for deployed staff and as per Govt. rule those pay is below Rs 21000/- they will eligible for getting benefit of ESI.
12. As per office Memorandum no.F.6/1/2023-PPD, dated: 06.01.2023 issued by Ministry of Finance Govt. Of India the minimum service charge for manpower outsourcing services is set at 3.85%, and the maximum is capped at 7%.
13. In case the payment is delayed inordinately, the principal employer shall pay directly to the contract workers as per terms and conditions, which shall be clearly included in the contract agreement. Further in such cases where the contractors fails to make payment and the Principal employer has to step in to make direct payments action will be taken to blacklist the contractor by the ministry and for repeat offence the contractor will be blacklisted from all the ministries and departments of Government of India in terms of Rule 151 of GFRs, 2017 and the guidelines issued by DoE in this regard.
14. The leave shall be applicable 12 (twelve) days in a calendar year on pro-rata- basis or proportionately basis to the deployed employees and for that a leave register shall be maintained.

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

PART-V

AGREEMENT FORMAT

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

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

AGREEMENT

BETWEEN

AND

CONTRACTOR FIRM

This Agreement made on this.....day of.....Two thousand nineteen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “**IWAI**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at(hereinafter called the “**Contractor**”, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

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

WHEREAS THE CONTRACTOR FIRM has agreed to undertake the “**Work**”on Terms and Conditions herein after set forth.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Contractor shall undertake the “**Work**” as per the Work Order No.dated in accordance with the ToR & conditions of contract attached hereto all of which will form part this agreement.

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

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

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

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

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

For and on behalf of

(Inland Waterways Authority of India)

Signature _____

*Name & Designation*_____

Stamp

Witness – I

1) Signature_____

2) Name & Designation_____

Stamp

For and on behalf of

(Contractor)

*Signature*_____

*Name & Designation*_____

Stamp

Witness – I

1) Signature_____

2) Name & Designation_____

Stamp

FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**Director, IWAI
6, Dumayune, Avenue,
Kolkata-700043**

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

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

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

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

Dated the of 2026

for

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the bank and Branch (SEAL)

ANNEX -III

**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:

I/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

BANK CERTIFICATION:

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

Date:

Authorized Signatory

Authorization

No. _____

Name: _____
Official Seal/Stamp

ANNEXURE-IV
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-V
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	Over-lapping 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

**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

Minimum Wages Act, 2019 & Central Rules, 2020**1. Pertaining to Notice**

- a) Notice containing Minimum rates of Wages in Hindi English and in Bengali
- b) Name and Address of Inspector in English and in Bengali

2. Pertaining to Register and Records

- a) Muster Roll in Form-V is not maintained at all / correctly and kept at the work spot (Breach of Rule 26(5)).
- b) Attendance of each person employed in the establishment is not recorded daily in that Form within 3 hours of the commencement of work shift (Breach of Rule 26(5)).
- c) Register of Wages in Form-X is not maintained at all / correctly (Breach of Rule 26(1)).
- d) Register of Overtime in form –IV is not maintained at all / correctly (Breach of Rule 25(2)).
- e) Register of Fine in Form-I is not maintained at all / correctly (Breach of Rule 21(4)).
- f) Register of Deduction for damages or loss in Form-II is not maintained at all / correctly (Breach of Rule 21(4)).
- g) Acquaintance of employees were not obtained on wage register (Breach of Rule 26(3)).
- h) Entries in the wage register have not been authenticated by the employer or any person authorized by him (Breach of Rule 26(4))

3. Wage Slip / Wage Book

- a) Wage slip in Form-XI are not issued by the employer at least a day prior disbursement of wages (Breach of Rule 26(2)).

Contract Labour (R&A) Act, 1970 & Central Rules, 1971**1. Pertaining to Notice**

- (i) The notice showing the following were not displayed / amended (Breach of Rule 81(1)(i))
 - (a) The rates of Wages in English /Hindi/Bengali.
 - (b) The Hours of Work in English /Hindi/Bengali.
 - (c) The Day of Payment in English /Hindi/Bengali.
 - (d) The Wage Period in English /Hindi/Bengali.
 - (e) Name and Address of Inspector having jurisdiction in English /Hindi/Bengali.
 - (f) Date of Payment of un-paid wages in English /Hindi/Bengali.
- (ii) Copy of the license has not been displayed at the place of work (Breach of Rule 25(2) read with condition of License (IX)).

2. Pertaining to Register and Records

- (i) Following Registers have not been maintained at all / correctly (Breach of Rule 78)
 - (a) Muster Roll in Form- XVI.

(b) Register of Wages in Form- XVII

(c) Register of Wages-Cum-Muster Roll in Form XVII of the wage period is fortnight or less.

(d) Register of deduction for damages and loss in Form-XX

(e) Register of Fine in Form-XXI

(f) Register of Advance in Form-XXII

(g) Register of Overtime in Form-XIII

3. Wage Slip / Wage Book

- a) Wage slip in Form-XIX is not being issued to the workmen at least a day prior disbursement of wages although wage period is more than a week (Breach of Rule 78(1)(b)).

Government Announces Implementation of Four Labour Codes to Simplify and Streamline Labour Laws

1. Four Labour Codes Herald Transformational Change: Better Wages, Safety, Social Security & Enhanced Welfare for India's Workforce.
2. Codes lay the foundation for a protected, future-ready workforce and resilient industries, boosting employment and driving labour reforms for Aatmanirbhar Bharat.
3. Code aligns India's labour ecosystem with global standards, ensuring social justice for all workers

In a historic decision, the Government of India has announced the implementation of the four Labour Codes - **the Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020 with effect from 21st November 2025**, rationalizing 29 existing labour laws. By modernising labour regulations, enhancing workers' welfare and aligning the labour ecosystem with the evolving world of work, this landmark move lays the foundation for a future-ready workforce and stronger, resilient industries driving labour reforms for Aatmanirbhar Bharat.

Many of India's labour laws were framed in the pre-Independence and early post-Independence era (1930s–1950s), at a time when the economy and world of work were fundamentally different. While almost major economies have updated and consolidated their labour regulations in recent decades, India continued to operate under fragmented, complex and in several parts outdated provisions spread across 29 Central labour laws. These restrictive frameworks struggled to keep pace with changing economic realities and evolving forms of employment, creating uncertainty and increasing compliance burden for both workers and industry. The implementation of the four Labour Codes addresses this long-pending need to move beyond colonial-era structures and align with modern global trends. Together, these Codes empower both workers and enterprises, building a workforce that is protected, productive and aligned with the evolving world of work — paving the way for a more resilient, competitive and self-reliant nation.

A comparison of the labour ecosystem, before and after the implementation of the Labour Codes, is as follows:

Formalization of Employment	Mandatory appointment letters to all workers. Written proof will ensure transparency, job security, and fixed employment.
Social Security Coverage	Under Code on Social Security, 2020 all workers including gig & platform workers to get social security coverage. All workers will get PF, ESIC, insurance, and other social security benefits.
Minimum Wages	Under the Code on Wages, 2019, all workers to receive a statutory right minimum wage payment. Minimum wages and timely payment will ensure financial security.

Preventive Healthcare	Employers must provide all workers above the age of 40 years with a free annual health check-up. Promote timely preventive health care culture
Timely Wages	Mandatory for employers to provide timely wages, Ensuring financial stability, reducing work stress and boosting overall morale of the workers.
Women work force participation	Women are permitted to work at night and in all types of work across all establishments, subject to their consent and required safety measures. Women will get equal opportunities to earn higher incomes – in high paying job roles
ESIC coverage	ESIC coverage and benefits are extended Pan-India - voluntary for establishments with fewer than 10 employees, and mandatory for establishments with even one employee engaged in hazardous processes. Social protection coverage will be expanded to all workers.
Compliance Burden	Single registration, PAN-India single license and single return. Simplified processes and reduction in Compliance Burden.

For manpower contracts where payments are on the basis of reimbursement of wages to contractors, all principal employers must ensure that the contractors after making payment to its employees by 5th of each month. The monthly bill shall be submitted to IWAI office not later than 10th of the same month along with attendance records, proof of payment of wages and applicable statutory contributions/deductions.

The contractor shall disburse the wages through bank transfer or electronic mode as per timelines in above and inform the principal employer electronically of the amount so paid.

All the manpower hiring RFPs/ Contracts should have penalty provisions in case of non-compliance by the contractor of the statutory requirement of timely payments to be made to the contractual employees.

For manpower contracts where payments are on the basis of reimbursement of wages to contractors, all principal employers must ensure that the contractors after making payment to its employees by 7th of each month submit their bills not later than 10th of the same month. All DDOs to ensure that these bills are cleared, not later than 15th of the same month.

In case the payment is delayed inordinately, the principal employer shall pay directly to the contract workers as per terms and conditions, which shall be clearly included in the contract agreement. Further in such cases where the contractors fails to make payment and the Principal employer has to step in to make direct payments action will be taken to blacklist the contractor by the ministry and for repeat offence the contractor will be blacklisted from all the ministries and departments of Government of India in terms of Rule 151 of GFRs, 2017 and the guidelines issued by DoE in this regard.