



# **TENDER DOCUMENT**

FOR

**Supply of Vessel Crew for the period**

**from January -09 to March - 09**

**from Farakka to Allahabad stretch of National Waterway**

**No.1 (River Ganga)**

TENDER No. 12-IWAI-Engg.-P(72)/06-07

**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Road Transport & Highways, Govt. of India)

5<sup>th</sup> floor, Bismaun Bhawan, West Gandhi Maidan,

Patna - 800001

E-mail :- [http://:iwaiptn@rediffmail.com](mailto:iwaiptn@rediffmail.com)



**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Road Transport and Highways, Govt. of India)  
5<sup>th</sup> Floor, Biscoman Bhawan, West Gandhi Maidan, Patna-1  
NOTICE INVITING TENDER

TENDER No. 12-IWAI/Engg/P(72)/06-07

No.-12-IWAI-Engg-P(72)/06-07

Date:- 05-12-2008

**NOTICE INVITING TENDER**

Tender for supply of vessel crew for the period from January 09 to March 09

1. Date of sale of Tender Documents : From 10-12-2008 to 30-12-2008 on any working day.
2. Last date for submission of Tender : 15:00 Hrs. on or before 31-12-2008.
3. Date for opening of Tender : 15:30 Hrs on 31-12-2008
4. Cost of Tender documents : Rs. 1000/-
5. Estimated cost / EMD : Schedule A - Rs. 4.13 lakh / Rs. 8,300.00  
Schedule B - Rs.10.25 lakh/Rs.20,600.00

For details visit our website : <http://iwai.nic.in>

The tender document can also be downloaded from the IWAI's website.

(N. Sivaraman)  
Director



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road Transport & Highways, Govt. of India)

5<sup>th</sup> floor, Biscomaun Bhawan, West Gandhi Maidan,

Patna - 800001

**No. 12-IWAI-Engg.-P(72)/06-07**

**Date:-**

To

---

---

---

**Sub:** Tender document for supply of Vessel Crew for the period from January-09 to March-09 from Farakka to Allahabad stretch of National Waterway No.1 (River Ganga).

Ref : Your letter no. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

With reference to your letter cited on the above-mentioned subject, please find enclosed herewith one set of tender document for the subject work. You are requested to go through the terms and conditions carefully and also visit the site/ office (where crew are proposed to be deployed) to familiarise and submit your tender as per procedure explained therein.

The last date for receipt of tender is 30.12.08 upto 15:00 hours at IWAI, Patna.

Issuance of tender document will not construe that such bidders are automatically considered qualified.

Yours faithfully

**Director**



**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Road Transport and Highways, Govt. of India)  
5<sup>th</sup> Floor, Biscoman Bhawan, West Gandhi Maidan, Patna-1  
**NOTICE INVITING TENDER**

TENDER No. 12-IWAI/Engg/P(72)/06-07

1. **Name of Work:** Tender document for supply of vessel crew for the period from Jan'09 to March'09 from Farakka to Allahabad stretch of National Waterway No. 1 River Ganga.(which is extendable for another year from April 2009 to March 2010.

2. **Estimated Cost of the work and EMD requirement are as under:**

Sl.No	Name of Waterway/ Stretch	Estimated Cost (Rs. in Lakh)	EMD (in Rupees)
1.	N.W-1.	Schedule A - 4.13	8,300
		Schedule B – 10.25	20,600

3. **Date of sale of tenders :** From 10.12.2008 to 30.12.2006 on any working days, 10 A.M to 17.00 P.M .
4. **Proposed date for prebid conference (if required):** NIL
5. **Last date of submission of tender :** 31.12.2008 upto 15.00 hours
6. **Date of opening of technical bid of the tender :** 31.12.2008 at 15.30 hours
7. Tender document can be purchased by paying Rs. 1,000/- (Rupees One thousand only) in the form of non refundable demand draft in favour of 'IWAI fund' payable at PATNA at any nationalized/ schedule bank from the office of the Chief Engineer/ Director, IWAI, PATNA on any working day Monday to Saturday during office hours between 10.00 AM to 5.00 PM.
8. The tender document can also be downloaded from the IWAI's website "www.iwai.nic.in" Bidders submitting the downloaded version of tender document are required to submit Rs. 1,000/- (Rupees One thousand only) i.e. an amount equal to the cost of tender document along with tender in the form of non refundable demand draft made in favour of 'IWAI fund' payable at PATNA at any nationalized/ schedule bank. 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.

For further details please contact IWAI office or visit website at '[www.iwai.nic.in](http://www.iwai.nic.in)'

**(Director)**



# INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road Transport & Highways, Govt. of India)

5<sup>th</sup> Floor, Biscoman Bhawan, West Gandhi Maidan, Patna-1

## **NOTICE INVITING TENDER**

TENDER No.: 12-IWAI/Engg/P(72)/06-07

**Name of Work:** Tender document for Supply of vessel crew for the period from January 09 to March 09 from Farakka to Allahabad stretch of National Waterway No. 1 (River Ganga)

1. Inland Waterways Authority of India (IWAI) invites sealed tenders in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced contractors for the work of Supply of vessel crew for the period from January -09 to March -09 from Farakka to Allahabad stretch of National Waterway No. 1 (River Ganga).

2. **Estimated Cost of the work and EMD requirement is as under:**

Sl.No	Namee of NW/ stretch	Estminated Cost (Rs. in Lakh)	EMD (in Rupees)
1.	N.W-1.	Schedule A - 4.13	8,300
		Schedule B – 10.25	20,600

## **TERMS & CONDITIONS**

3. Interested bidders may obtain non-transferable bid document by submitting non-refundable demand draft for Rs. 1000/- (Rupees One thousand only) drawn in favour of "IWAI FUND" payable at Patna. Tender document will be available for sale from 10.12.08 to 30.12.08 between 10.00 hours to 1700 hours (IST) on any working day from Monday to Saturday from the office of the Director, Inland Waterways Authority of India, Patna .

4. The tender document can also be downloaded from the IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)". Bidders submitting the downloaded version of tender document is required to submit Rs. 1,000/- (Rupees One thousand only) i.e. an amount equal to the cost of tender document along with tender in the form of demand draft made in favour of 'IWAI fund' payable at Patna at any nationalized/ schedule bank. 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.

5. The tenderer shall meet the following pre-qualification criteria:

- i. Tenderer shall have Permanent Account Number issued by Income Tax Deptt.
- ii. Average annual financial turnover during last three years ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the cost. Experience of having successfully completed similar works i.e. supply of manpower, vessel crew of required type during last 7 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 40% of the estimated cost; **or**
- (b) Two similar works costing not less than 50% of the estimated cost; **or**
- (c) One similar work completed not less than 80% of the estimated cost

iii. Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value indicated below:

Sl.No	Stretch	Bank solvency required
1.	Farakka to Allahabad	8.00 Lakh

- v. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
  - vi. The tenderer shall submit required EMD in the form of demand draft.
  - iv. Tenderer shall be a registered firm authorized for supply of manpower. Firm shall have valid licence for supply of manpower/ vessel crew and shall be registered with service tax, income tax, ESI, EPF and other statutory authorities.
  - v. Crew would be utilized anywhere in National Waterway for operation of inland vessels normally for 8 hours, extendable for 4 hours in a day as and when required.
  - vi. Undertaking to mobilize vessel crew at desired locations within one weeks from the date of issue of work order.
6. The complete bid as per the tender document should reach the office of Director , Inland Waterways Authority of India, Patna latest by 1500 hrs. on 30.12.09. The technical bid will be opened on the same day at 15:30 hrs. in the presence of intending bidders.
7. It is proposed to initially award the work for the period mentioned in the tender document. However, the work may be extended to the same tenderer for further period depending upon the performance.
8. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

**Director**



## INDEX

---

S.No.	CONTENT
1.	Tender issue letter
2.	Notice Inviting Tender
3.	Index
<u>PART – I</u>	
4.	Form of Tender
5.	Instruction for submission of bid
<u>PART-II</u>	
6.	General Conditions of Contract
<u>PART – III</u>	
7.	Special Conditions
<u>PART – IV</u>	
8.	Schedule of Quantities
<u>PART – V</u>	
9.	Annexure-I (Proforma for agreement)
10.	Annexure-II (Proforma for Performance guarantee)

**FORM OF TENDER**

To,

**DIRECTOR  
INLAND WATERWAYS AUTHORITY OF INDIA,  
5<sup>Th</sup> Floor, Biscoman Bhawan,  
West Gandhi Maidan, Patna-1**

Name of Work: Supply of Vessel Crew during the period from January-09 to March – 09 from Farakka to Allahabad stretch of National Waterway No. 1 (River Ganga) ( Which is extendable for another year from April – 09 to March 2010).

Sir,

1. Having understood the scope of work for supply of vessel crew and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical conditions, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We hereby tender for supply of vessel crew 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 supply the vessel crew as per the Contract within the time and in accordance as stated in the tender document.

3. I am tendering for the works mentioned in the table below and submitting the EMD in the form of demand draft in favour of IWAI Fund payable at Patna at Nationalised / schedule bank as per the details given therein :

Sl. No	Name of Waterway/ stretch	Demand draft No. & Date	EMD (Rs.)	Details of Bank (Name of Bank, Branch & address)
1				
2				
3				

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 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 supply the vessel crew as per 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. 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.

7. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.

8. 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.

9. 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.

10. I/We certify that I/we am/are 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.

11. It is certified that all information given in the tender is true and nothing has been concealed/ distorted. If at any time, it is found to have concealed/ distorted any material as mentioned above I/we am/are agreeable for summarily termination of contract 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.

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

**INFORMATION AND INSTRUCTIONS FOR TENDERERS**

(A) In order to meet the existing shortage of inland vessel crew for operation and maintenance of various types of inland vessels of IWAI, crew of different categories/positions as indicated in bill of quantities having adequate qualification and experience in the relevant field are to be deployed for operation of inland vessels in Waterways.

1. The tenderers are advised to satisfy themselves before submitting their tenders, in respect of the tender conditions, any other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract by way of a written request for clarification from the Authority (IWAI).

Where the tenderer has failed to submit any written request for clarification on any specific issue or any additional information it would deemed to have been understood by the Authority that the Tenderer has understood and is well acquainted with the conditions prevalent in the area of work.

2. Bidder shall ascertain the source and extent of availability of suitable manpower, vessel crew, etc., required for work and Laws and Regulations governing their use and employment

3. The tenderers shall note and bear in mind that the Authority (IWAI) shall bear no responsibility for the lack of acquaintance with any information relating thereto, on their part. The consequence of the lack of any knowledge aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority.

4. Immediately upon receipt of the Tender documents from the authority, the tenderers are urged to submit a written request at least two days prior to the date fixed for pre tender conference to the Engineer-in-Charge issuing the tender, on matters where clarifications or additional information is desired, if needed. This clause however will be applicable only in the case, if pre bid conference is stipulated.

5. IWAI shall not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and delivery of his bid or any expanses during the complete process of bidding.

**(B) 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.

2.0 This tender schedule is only for the work of “Supply of Vessel Crew for the period from January-09 to March - 09from Farakka to Allahabad stretch of National Waterway No. 1 (River Ganga).

3.0 Total estimated cost of works is as under :

Sl. no.	National Waterway/ stretch	Estimated cost (Rs in lakh)
1	NW-1/ Farakka – Allahabad	Schedule A - 4.13
		Schedule B – 10.25

4.0 Tender should be submitted in two covers viz. separate sealed Envelope-1 and Envelope-2 and both of these covers should be placed in an envelope duly super scribing clearly the name of the work “SUPPLY OF VESSEL CREW FOR THE PERIOD JANUARY -09 TO MARCH - 09 FROM FARAKKA TO ALLAHABAD STRETCH OF NATIONAL WATERWAY NO.1 (RIVER GANGA).” and the note TENDERS TO BE OPENED BY THE ADDRESSEE ONLY” written prominently. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes. Further, envelope containing each part shall be superscripted as under :

Envelope -1 : Technical & Commercial Bid.  
Envelope-2 : Price Bid of offer.

**Envelope –1 :** The first cover shall be submitted along with the following documents and the cover should be super scribed with “ENVELOPE-1 : TECHNICAL/ COMMERCIAL BID FOR SUPPLY OF VESSEL CREW FOR THE PERIOD JANUARY-09 TO MARCH - 09 FROM FARAKKA TO ALLAHABAD STRETCH OF NATIONAL WATERWAY NO. 1 (RIVER GANGA ) :

- a) Bid document marked Original duly completed and signed on every page except prices.
- b) Blank Performa of Schedule of Prices (prices not to be filled)
- c) Earnest Money Deposit (Demand Draft as prescribed)
- d) Registration certificate of firm
- e) License to supply manpower/ vessel crew.
- f) Registration for service tax
- g) Experience certificate.
- h) Solvency certificate.
- i) Letter of Authority for signing and negotiation of tender (as the case may be).
- j) Permanent Account Number (PAN) issued by Income Tax Department.
- k) Audited balance sheets along with turn over, profit and loss account for the last 3 years i.e. ending March 2003-04, 2004-05, 2005-06.
- l) Relevant information on the capacity; financial resources and experience about contractor himself.

**Envelope-2: The second cover shall be submitted along with the following documents and the cover should be super scribed with “and the cover should be super scribed with “ENVELOPE-2: PRICE BID FOR SUPPLY OF VESSEL CREW FOR THE PERIOD JANUARY - 09 TO MARCH - 09 FROM FARAKKA TO ALLAHABAD STRETCH OF NATIONAL WATERWAY NO. 1 (RIVER GANGA).**

- (i) Schedule of Prices duly filled in the specified form, i.e. “Schedule of Quantities”
- (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.

5.0 Bidders are advised to submit quotation strictly based upon terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.

6.0 Earnest Money Deposit separately for each stretch as indicated against stretch in NW-2 in the Notice inviting tender should be submitted by Demand Draft drawn in favour of “IWAI-Fund” payable at Patna on any Nationalised/ Scheduled Bank of India for each stretch. Bids not accompanied with EMD in form of Demand Draft are liable for rejection.

7.0 In case the purchaser of the tender document decide not to quote for this work, then the complete set of bid document may kindly be returned to the IWAI.

8.0 The tender documents issued are non transferable and can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.

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 alongwith the Tender.

10 (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.

11.0 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 together with the requisite information and appendices. 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 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.

20.0 Late bids and/ or delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered. The Authority shall not bear any responsibility and shall not be liable under any circumstances for any loss or damage of bid during postal transit.

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 IWAI reserves the right to reject any or all bids without assigning any reasons.

\*\*\*

**PART-II**  
**GENERAL CONDITIONS OF CONTRACT**

**CONTENTS**

CLAUSE - 1	:	DEFINITIONS
CLAUSE - 2	:	INTERPRETATIONS
CLAUSE - 3	:	SECURITY DEPOSIT
CLAUSE - 4	:	REFUND OF 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	:	CHANGE IN CONSTITUTION
CLAUSE - 11	:	COMMENCEMENT OF WORK
CLAUSE - 12	:	URGENT WORKS
CLAUSE - 13	:	DEVIATIONS
CLAUSE - 14	:	INSTRUCTION AND NOTICE
CLAUSE - 15	:	LAWS GOVERNING THE CONTRACT
CLAUSE - 16	:	LABOUR
CLAUSE - 17	:	FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK
CLAUSE - 18	:	TERMINATION OF CONTRACT ON DEATH
CLAUSE - 19	:	TERMINATION OF CONTRACT IN FULL OR IN PART
CLAUSE - 20	:	CORRUPT PRACTICE
CLAUSE - 21	:	PAYMENT ON ACCOUNT
CLAUSE - 22	:	TAXES, DUTIES AND LEVIES ETC
CLAUSE - 23	:	PAYMENT OF FINAL BILL
CLAUSE - 24	:	OVER PAYMENTS AND UNDER PAYMENTS
CLAUSE - 25	:	CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL
CLAUSE - 26	:	FINALITY CLAUSE
CLAUSE - 27	:	ARBITRATION

## PART - II

### 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, and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking attendance, checking bills, ensuring control, and other related matters for engagement of vessel crew.
- (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 IWAI.
- (xx) **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.
- (xxi) **Work/ works**: means work / works to be executed in accordance with the contract for supply of vessel crew for performing vessel operation.
- (xxii) 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.
- (xxiii) Tendered value means the value of the entire work as stipulated in the letter of award.

## **CLAUSE – 2 : INTERPRETATIONS**

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

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: SECURITY DEPOSIT**

- 3.1 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 sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit.

- 3.2 The Bidder whose tender has been accepted is required to enter into an agreement with the Authority (IWAI). The agreement shall contain such terms and conditions as may be required for the successful execution of the Contract.

The security amount as required to be deposited under the terms of the Contract shall be accepted in the form to demand draft in favour of 'Inland Waterways Authority of India – Fund' only payable at Patna .

- 3.3 The total security deposit shall remain with IWAI till satisfactory completion of the contract.

- 3.4 Interest will not be paid on security deposit.

- 3.5 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:

- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR
- ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.

- 3.6 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.

- 3.7 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.

- 3.8 In case of delay in supply of required vessel crew in reasonable time, the Engineer-in-Charge shall issue to the contractor a memo in writing pointing out the 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 or take suitable measures at the risk and cost of the contractor.

- 3.9 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 therefrom 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.

Where the Contractor fails to deposit the deficit amount as aforesaid within the reasonable time the Authority may cancelled /terminate the contract, after giving an opportunity of hearing for non-deposition of the said security amount.

#### **CLAUSE – 4 : REFUND OF SECURITY DEPOSIT**

The security deposit less any amount due shall, on demand, be returned to the contractor on the completion of the contract or on payment of the amount of the final bill payable in accordance with the agreement conditions, whichever is later, provided the engineer-in-charge is satisfied that there is no demand/ payment/ dues/ amount outstanding against the contractor.

#### **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 and designated as the 'Ruling Language'.
- 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 order 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 The following order of precedence shall be observed : -
  - (a) Description in the Schedule of Quantities and Prices.
  - (b) Relevant Special Conditions, if any.
  - (c) General Conditions.

- 7.2 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 Works comprised therein or from any of his obligations under the contract.
- 7.3 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 occurring in the amount column of schedule of quantities and prices as result of wrong multiplication of unit price and quantity, the unit price shall be regarded, as firm and multiplication shall be amended on the basis of the quoted unit price.
  - (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 works and to test and examine any vessel crew supplied under this contract.
- 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 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 crew proposed to sub – let to 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.

#### **Clause – 10 : CHANGE IN CONSTITUTION**

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 firms, 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 firm which would have the right to carryout the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 18 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-19.

#### **CLAUSE – 11 : COMMENCEMENT OF WORK**

The contractor shall commence the work within 10 days of the issue of Letter of Award. If the contractor commits default in supply of vessel crew within time 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 and/ or security deposit.

#### **CLAUSE – 12: URGENT WORKS**

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

#### **CLAUSE – 13: DEVIATIONS**

- 13.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the contract for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations. No such Deviations in the Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions or any other amended condition(s) as may be specifically provided by the Engineer-in-charge in all respects on which he agreed to do the works under the contract.
- 13.2 Such items of work/ supply of vessel crew, as are required, to be executed at the rates already provided in the schedule of quantities, shall apply in respect of the same item(s) of work to be executed due to Variation.

#### **CLAUSE - 14 : INSTRUCTION AND NOTICE**

- 14.1 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.
- 14.2 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.
- 14.3 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 - 15: LAWS GOVERNING THE CONTRACT**

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

#### **CLAUSE - 16 : LABOUR**

- 16.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the contractor 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.
- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the

Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

- 16.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.
- i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
  - ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.
- 16.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act and amendments made from time to time.
- 16.4 The Contractor shall in respect of labour 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 thereunder in regard to all matters provided therein.
- 16.5 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as :
- i) Payment of wages Act.1936 (Amended)
  - ii) Minimum wages Act. 1948 (Amended).
  - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
  - iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
  - v) Employer's Liability Act 1938 (Amended)
  - vi) Maternity Benefit Act. 1961 (Amended)
  - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
  - viii) The Industrial Disputes Act. 1947 (Amended)

- ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
  - x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made 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.
- 16.6 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.
- 16.7 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-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- 16.8 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-17.5 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-17.5 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 Clause 17.5 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 17.5 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.
- 16.9 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 submit ting 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 17.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

- 16.10 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 16.11 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 16.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 17.5 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 17.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

16.13 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.

**16.14 ALCOHOLIC LIQUOR OR DRUGS.**

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

**16.15 ARMS AND AMMUNITION**

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

**16.16 REMOVAL OF CONTRACTOR'S MEN**

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

Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed or any such substituted person from the work, he shall do so, immediately upon receipt of such request and shall bear all costs in connection therewith.

**CLAUSE – 17: 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 supply of vessel crews for reason whatsoever and hence does not require the whole or any part of the supply of manpower, the Engineer-in-Charge 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 supply of crew in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

**CLAUSE – 18 : 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- 19 : TERMINATION OF CONTRACT IN FULL OR IN PART**

##### 22.1 If the contractor

- i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- ii) fails to complete the supply of crew as per contract within the period specified or any extended time under the contract and does within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- iii) assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

#### **CLAUSE – 20 : CORRUPT PRACTICE**

The Contractor shall not offer or to give to any person in the employment of the Authority or working under the orders of the Chairman 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 the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal code 1860 or the Prevention of Corruption Act. 1947 or any other Act enacted for the prevention of corruption by Public Servant shall entitle the Chairman to cancel

the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General condition and Special conditions.

#### **CLAUSE – 21: PAYMENT ON ACCOUNT**

- 21.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for the supply of crew during the previous month. The Engineer-in-Charge shall then arrange to have the bills verified with reference to attendance of crew supplied by the contractor during previous month, duly signed by the supervising official of IWAI.
- 21.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 21.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 21.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorised representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the EIC.
- 21.5 Any interim certificate for supply of crew given may be modified or corrected by any subsequent interim certificate or by the final certificate.
- 21.6 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

#### **CLAUSE – 22 : TAXES, DUTIES AND LEVIES ETC.**

The prices shall include all statutory taxes, levies, or any other local or central taxes as applicable/ charged by Center or State Government for the performance of the contract, 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. Service tax as applicable shall be payable extra by the Authority.

#### **CLAUSE – 23 : PAYMENT OF FINAL BILL**

The final bill shall be submitted by the contractor within one month from the date of completion of the contract. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within three months. If there shall be any dispute about any particular crew supplied then the undisputed claims 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 - 24 : OVER PAYMENTS AND UNDER PAYMENTS**

- 24.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 24.2 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 27 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 24.3 If as a result of such audit and technical examination any over payment is discovered in respect of any supply of crew made by contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any or all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 24.4 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.
- 24.5 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 32 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 - 25 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL**

- 25.1 All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any un-authorized person.
- 25.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the contract.

#### **CLAUSE – 26 : FINALITY CLAUSE**

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

#### **CLAUSE – 27: ARBITRATION**

- 27.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
  - (ii) Within thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of receipt of such panel communicate to the 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 arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
  - (iii) 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.
- 27.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer 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.

- 27.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 27.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 27.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 27.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 27.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 27.8 The arbitration and conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.

**NOTE:** In case of contract with another public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M. No. 3/5/93-PMA dated 30.06.93 or any modifications/ amendments thereof. "The arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

- 27.9 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.

## PART III

### TECHNICAL AND SPECIAL CONDITIONS

#### (A) OBJECTIVE AND AREA OF WORK

1. Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Road Transport & Highways, Govt. of India. The Authority is entrusted with development, maintenance and management of National Waterways for shipping and navigation.
2. Following have been declared as National Waterways
  - (i) The Ganga-Bhagirathi ·Hooghly river system connecting Haldia-Kolkata - Farakka - Bhagalpur - Munger - Patna - Varanasi -Allahabad was declared as National Waterway in the year 1986.
  - (ii) The river Brahmaputra connecting Dhubri- Pandu(Guwahati) - Tezpur - Neamati · Dibrugarh - Sadiya was declared as National Waterway in the year 1988.
  - (iii) The West Coast Canal (WCC) from Kollam To Kottapuram (168 Kms) alongwith Champakkara Canal (14kms.) And Udyogamandal Canal (23 kms) was declared as National Waterway in the year 1993.
3. The scope of the proposed work is to supply inland vessel crew for operation of various inland vessels viz dredgers, survey vessel, tug, cargo vessel, inspection boat, etc of IWAI for implementation, execution and inspection of the development works being undertaken by IWAI in National Waterways from Farakka to Allahabad stretch of National Waterway no. 1.
- 4 (a) The supply of vessel crew is initially for a period of 3 months which may be extended by another period as per requirement. The personnel engaged would be liable to be posted on any vessel/ craft and deployed anywhere along Waterway.
  - (b) The contractor selected for supply of inland vessel crew/ manpower shall be responsible for salary, wages, medical benefits, insurance, travelling expenses and other statutory dues towards the vessel crew supplied to the Authority and shall quote their rates accordingly. Service tax as applicable will be paid extra by the IWAI.
  - (c) The personnel engaged will be provided accommodation by IWAI on board floating vessel similar to those presently being provided to IWAI's regular floating staff. The quality and nature of accommodation will be as per availability on the assigned vessel. Personnel engaged on shore shall make their own arrangement for accommodation.
  - (d) IWAI shall pay monthly bills within 30 days of presenting the same by the Contractor based on deployment/ attendance of their crew during previous month, duly signed by the supervising official of IWAI.

- (e) The rate for each category of personnel should be quoted as per Schedule of Quantities. Tender will be disqualified if any specified category is not quoted. Rates should be quoted both in words and figures. Authority has no liabilities in respect of statutory dues, as per labour Act/ law applicable and contractor shall be liable for all statutory payments.
- (f) Normal working hours shall be 8 hrs. per day for 6 days a week. For working beyond 8 hrs. and for working on holidays, extra payment on hourly basis shall be admissible as per the rules of IWAI. The crew supplied shall be having closed holidays (Sunday and Gazetted).
- (g) Contractor shall supply alternate crew duly approved by the Engineer-in-charge during absence/ leave of vessel crew supplied by him. In case contractor fails to comply this clause, this would be sufficient cause for termination of contract.
- (h) IWAI shall not be responsible in any way for any loss of life/ injuries arising out of the negligence or natural causes to vessel crew supplied by the contractor under this contract. Contractor shall take suitable measures, insurance policy etc. in this regard.
- (i) The personnel shall be deployed under overall control of Director, IWAI, of National Waterway No. 1 and the personnel shall be required to report for duty at Office of IWAI at Patna .
- (j) Contractor shall provide the crew with working summer and winter uniforms, safety accessories like, safety boots, helmets, bedding, etc. IWAI shall not be liable to supply any such items except statutory life saving appliances (LSA) / fire fighting appliances (FFA) on board vessels.
- (k) The contractor shall remove any person if he is found unsuitable by the Director and replace him with a suitable substitute within 10 days of written intimation in by the Engineer-in -charge.
- (l) Only qualified and experienced vessel crew on inland vessels shall be deployed for all categories of crew having the valid degree/ diploma/ certificate as the case may be. The Contractor is required to submit attested copies of qualification and proof of experience of all persons to be deployed for the work in advance to Engineer-in-charge for this contract and obtain clearance prior to deployment.
- (m) No advance payment shall be admissible. Running account bill shall be payable monthly on submission of the bill by the party duly certified by the site in-charge. Payment shall be made by the Director of concerned National Waterways. However, for any period of absence from duty, the amount shall be proportionately reduced (based on 30 days a month).
- (n) In case of any damage caused to the Authority's Assets due to negligence and carelessness by the contractor employee/ staff/ manpower / vessel crew supplied under this contract, the contractor has to compensate for such losses.
- (o) Contractor shall have to submit a copy of payment made along with the bill for subsequent month.

6. IWAI may terminate the contact at any time before expiry of contract period by issue of one month's written notice to the contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly if the contractor wants to withdraw the deployed vessel crew before expiry of contract period he shall have to give one month notice failing which it will result in forfeiture of the security deposit.
7. Engagement of any manpower/ vessel crew supplied under this contract will not confer any right or claim of any individual or as a group for preference in employment, regular/ temporary appointment in future by IWAI or continuation in subsequent years.
8. The contractor shall provide the crew in required numbers for proper operation and routine maintenance of the inland vessel.
9. Crew shall be responsible for safekeeping of vessel during operation, waiting and idling. Duties of crew shall be standard and as assigned by the Director of the concerned waterway.
10. Vessel Crew can be deployed on vessels in the other stretches/ waterway on need basis. However, in case of emergency/ urgent works, crew can be utilized for similar/ other works as deemed fit as per their qualification and experience.
11. Crew shall compulsorily know swimming in river, lakes, canal and know reading and writing atleast in one Indian language.
12. The minimum qualification, essential/ desirable experience for inland vessel crew to be engaged under this contract shall be as follows:
  - (i) **Dredge Master** : Dredge Master Certificate, grade holder of AIDC training of M/s DCI with 1 year experience or 1<sup>st</sup> class Driver with 5 years experience or Petty Officer from Indian Navy with minimum 8 years experience on dredgers. 5 years experience on inland dredgers is desirable.
  - (ii) **Dredge Control Operator** : Petty Officer from Indian Navy with one year experience on dredger, or 1<sup>st</sup> Class Driver with 5 years experience in operation of dredgers, or Diploma in Electrical/ Mechanical Engineering with one year experience of operation of dredger. 5 years experience on inland dredgers is desirable.
  - (iii) **Master 2<sup>nd</sup> Class** : Certificate of competency as Master 2<sup>nd</sup> Class with 5 years experience on inland vessels.
  - (iv) **Master 3<sup>rd</sup> Class** : Certificate of competency as Master 3<sup>rd</sup> Class with 5 years experience on inland vessels.
  - (v) **Driver 1<sup>st</sup> Class** : Certificate of competency as Driver 1<sup>st</sup> Class with 5 years experience on inland vessels.

- (vi) **Driver 2<sup>nd</sup> Class** : Certificate of competency as Driver 1<sup>st</sup> Class with 5 years experience on inland vessels.
- (vii) **Electrician** : ITI certificate in the trade from a recognized institute with 3 years experience in line.
- (viii) **Crane Operator/ Operator** : Valid heavy vehicle driving license with 3 years experience in hydraulic crane operation for cargo handling.
- (ix) **Greaser** : Trained in National Inland Navigation Institute, Patna or on inland vessel or Merchant Shipping (Engine side) with 3 years experience.
- (x) **Seacunny** : Trained in National Inland Navigation Institute, Patna or Trained on inland vessel or Merchant Shipping (Deck side) with 3 years experience.
- (xi) **Lascar** : Trained in National Inland Navigation Institute, Patna or Trained on inland vessel or Merchant Shipping or with 1 year experience on inland vessel.
- (xii) **Cook** : Trained in National Inland Navigation Institute, Patna or 1 years experience in cooking Indian style vegetarian and non-vegetarian dishes on board inland/ sea going vessel.

### 13. **ACCEPTANCE OF TENDER**

- (a) IWAI reserves the right to split the contract to one or more parties depending on suitability and work requirement.
- (b) The acceptance of tender shall rest with IWAI who does not bind itself to accept the lowest tender and reserves the right to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The number of personnel may be increased/decreased as per the requirement of the Authority.
- (c) Grand total amount for 'Schedule-A' shall be compared for arriving at L-1
- (d) Rates working beyond 8 hours and on closed holidays shall be payable as per IWAI rules.
- (e) IWAI reserves the right of accepting the whole or any part of tender and the firm shall be bound to perform the same at the rates quoted.

\*\*\*\*\*

**PART -IV**

**SCHEDULE - A**

**SCHEDULE OF RATES**

Sl. No	Name of the Post	No. of person	Rate /Month				Total (in Rs.)
			Consolidated	Service Tax	All Statutory taxes, levies, or any other local or central taxes as applicable	Total Rate /Month	
1	2	3	4	5	6	7= (4+5+6)	8= (3x7)
1	Master-IIInd Class	1					
2	Driver-Ist Class	4					
3	Driver-IIInd Class	5					
4	Electrician	1					
5	Crane Operator/Operator	1					
	<b>Total Amount (in Rs.)</b>						

**TOTAL** (in words) : **Rupees**

- Note:**
1. Firm may quote for schedule A or for schedule B separately or for both (A & B)
  2. Nos. of persons may vary as per the work requirement. However, the above nos. of persons will be considered for tender analysis.

Signature of tenderer

Name of Firm

Note : Rate and amount shall be written in figures and words.

**PART -IV**

**SCHEDULE - B**

**SCHEDULE OF RATES**

Sl. No	Name of the Post	No. of person	Rate /Month				Total (in Rs.)
			Consolated	Service Tax	All Statutory taxes, levies, or any other local or central taxes as applicable	Total Rate /Month	
1	2	3	4	5	6	7=(4+5+6)	8=(3x7)
4	Greaser	7					
5	Seacunny	1					
8	Lascar	35					
9	Cook	8					
	<b>Total Amount (in Rs.)</b>						

**TOTAL** (in words) : **Rupees**

- Note:**
1. Firm may quote for schedule A or for schedule B separately or for both (A & B)
  2. Nos. of persons may vary as per the work requirement. However, the above nos. of persons will be considered for tender analysis.

Signature of tenderer

Name of Firm

Note : Rate and amount shall be written in figures and words

AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works for \_\_\_\_\_

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

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

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

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractor's offer, minutes of meetings and correspondence between the party ended vide

letter No. \_\_\_\_\_ may be referred to by either party. These documents shall take precedence over the compiled documents.

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

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

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

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

For and on behalf of  
*Contractor*

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Stamp*

*Stamp*

Witness:

Witness:

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

**BANK GUARANTEE PROFORMA FOR FURNISHING  
PERFORMANCE GUARANTEE**

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

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

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the authority by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement,. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers(s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully and its claim satisfied or discharge or till..... Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contactor(s) and accordingly discharges this Guarantee after..... years from the date of completion of the said contract unless a demand or claim under this Guarantee is served in writing on the bank but before the expiry of the said period of ..... years in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period of ..... years.

5. We,.....further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6. It shall not be necessary for the Authority to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Authority may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

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

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

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

Dated the .....date of.....2009  
for.....  
(indicate the name of Bank)  
Signature.....  
Name of the Officer.....  
(in Block Capitals)  
Designation of  
Code No.....  
Name of the Bank and Branch.