

TENDER DOCUMENT

FOR

**DEPLOYMENT OF SECURITY GUARD FOR SAFETY &
SECURITY OF TERMINALS AT BHAGALPUR, PATNA
AND ALLAHABAD**

IN

**NATIONAL WATERWAY NO.-1
(RAJMAHAL – ALLAHABAD) STRETCH
ON RIVER GANGA**

TENDER NO. – IWAI/PTN/17(21)/SECURITY GUARD/2012-13



INLAND WATERWAYS AUTHORITY OF INDIA

(M/O. Shipping, Govt. of India)

IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna- 800007

Phone No. : 0612 – 2630100, 2630114 * Fax No. – 0612 – 2630100

E-mail : - <http://iwaipn@rediffmail.com>

**INLAND WATERWAYS AUTHORITY OF INDIA
IWT TERMINAL, GAIGHAT PATNA**

Important note for the information of tenderers
All Tenderers may please note:

**Tenders submitted without proper Earnest Money in favour of
IWAI, Fund Patna will be summarily rejected.**

INLAND WATERWAYS AUTHORITY OF INDIA
(M/O. Shipping, Govt, of India)
IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna – 800007
Phone No. 0612 – 2630100,2630114 * Fax No.-0612-2630100
E-mail : - <http://iwaipn@rediffmail.com>

Tender No. IWAI/PTN/17()Security guard/2012-13

Forwarding Letter detailing salient features of the tender
Issued to:

Name of the work: Deployment of Security guard (armed and unarmed) for safety and security of terminals at Bhagalpur, Patna and Allahabad terminal

Details of Demand Draft towards cost of tender document.

DEMAND DRAFT NO. DATE.....
ISSUED BY.....
AMOUNT RS.....

Dear Sir,

1. Sealed tenders have been invited for the above mentioned work as per tender notice quoted above. A copy of the tender notice is enclosed herewith as Chapter-II
2. The tender document is hereby being issued to you on your request and on your having deposited the requisite cost of the tender document as per aforesaid details. The tender document is being issued with further condition that you agree to abide by the conditions laid down herein after in the tender document before submitting your tender.
3. The IWAI, before the due date of opening, may of its own or in response to any clarification requested or suggested by any person including that of the Tenderer, may modify the tender document at its sole discretion
4. The tender document includes many chapters as enclosed, which are integral parts of the tender document.
5. This tender document contains 47 pages including cover pages.

S.No/Chapter No.	Nature of document	Page/s
1	Covering Page	1
2	Important note for the information of tenderes	2
3 (CH-I)	Issue of tender document	3-5
4 (CH-II)	Notice Inviting Tender	6
5 (CH-III)	Form of Tender	7-8
6 (CH-IV)	Information about Tender	9-12
7 (CH-V)	Term and condition of contract	13-31
8 (CH-VI)	Special and Technical term & conditions	32-38
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10	Agreement Format	42-43
11	Annexure –I & II (List of court case/Arbitration	44-45
12	Warranty Form	46-47

6. All the above mentioned chapters and above named documents, taken together, if not scored off, shall constitute the complete tender document hereinafter referred to as “tender document” and have to be read together and acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
7. **Scope of the Work:** Deployment of armed/unarmed security guards for Inland Waterways Authority of India, IWT Terminal at Patna, Bhagalpur and Allahabad
8. **Approximate cost of the work:** The assessed cost of the work covered by this tender is approximately:-
- | | |
|------------------------|----------------|
| For Bhagalpur terminal | Rs. 2.31 lakh |
| For Patna terminal | Rs. 12.55 lakh |
| For Allahabad terminal | Rs. 2.73 lakh |
9. **Date of Opening:** 25.06.2012 at 1530 hrs.
10. **Opening of the tender:** The Tender will be received in the office of the Director Inland Waterways Authority of India, IWT Terminal Gaihat, Patna. Up to the prescribed date till 15:00 hrs when the tender box would be closed, and will be opened on the same day at 15:30 hrs in presence of the tenderers or their authorized representative who wish to remain present. In case the tender opening day is declared a holiday on account of any reason, the tender box shall be closed and opened at the same time on the next working day.
11. **Amount of Earnest Money :**
- | | |
|------------------------|-------------|
| For Bhagalpur terminal | Rs. 4300/- |
| For Patna terminal | Rs. 25100/- |
| For Allahabad terminal | Rs. 5500/- |
- the amount of earnest money required to be deposited along with the tender has been given in the tender notice.
12. **Validity of the tender:** A tenderer shall Keep his tender open for a period of 120 days from the date of opening of the tender.

13. **Period of Completion :** The successful tenderer shall complete the entire work within the period specified in the tender notice. The period starts from the date of issue of the letter of acceptance by the IWAI to such tenderer.
14. **Schedule of Items:** The tenderers shall fill up the rates for doing this work in the schedule of Items for various schedules in Chapter-VIII i.e.S-B, S-P and S-A. Bidders may quote for any one or more than one or all of the schedule.
15. **Specification of the work:** The work shall be carried out as per specifications contained in the tender document or otherwise referred to.

Enclosure : The tender document
(Total 47 Pages)

Director

**INLAND WATERWAYS AUTHORITY OF INDIA
IWT TERMINAL, GAIGHAT, PATNA
LETTER OR APPLICATION BY THE TENDERER**

FORM OF TENDER

Tender No. IWAI/PTN/17(21)/ security guard/2012-13

dt. 02.06.2012

From. _____

Full Address: _____

To,

The Director

Inland Waterways Authority of India

IWT Terminal, Gaighat, Patna – 7

Name of the Work: Deployment of security Personnel for safety and security of terminal at Bhagalpur, Patna and Allahabad.

WHEREAS IWAI Administration and their authorized officers have invited sealed tenders for the above mentioned work.

1. AND WHEREAS I/We _____ have read the Tender Notice pertaining to the aforesaid Tender.
2. AND WHEREAS I/We, _____ have obtained these tender documents from downloaded from your website/Director, IWAI, Patna after depositing of tender cost
3. AND WHEREAS I/We, _____ have perused these tender documents and have, visited the site and have satisfied ourselves as to the nature of work and the site condition.
4. AND WHERE AS I/We _____ forwarded a sum of for Allahabad or Patna or Bhagalpur or all of the terminals towards the Earnest Money in the form of demand draft in favour of IWAI Fund payable at Patna.
5. I /am /We/are tendering for the works mentioned in the table below and submitting the EMD separately for each terminals:-

S.No.	Name of Terminal	DD No./Date	EMD Amount	Details of Bank (Name of Bank Branch & Address)
1	Allahabad			
2	Patna			
3	Bhagalpur			

6. AND WHERE AS I/We, _____ understand that the above mentioned total earnest money has been deposited subject to the stipulation made in this tender document.

7. AND WHEREAS my / our address for all communication shall be as under-

8. AND WHEREAS I/We, _____ state that in the event of this offer being unsuccessful, the aforesaid total Earnest Money deposited by us may be refunded to us by a Cross Cheque.

9. AND WHEREAS I/We, _____ here by sign these tender documents by virtue of the legal authorities vested with me/us to tender into commitment on behalf of the tenderer/tenderer(s), documentary support where of is enclosed.

10. Now, therefore, I/We, _____ hereby submit these tender as an offer for doing the work defined in those documents at the rate quoted in the schedules contained herein, and special conditions and rates given in the covering letter.

11. It is certified that all the statements made in this offer true and correct and nothing has been concealed / distorted. If at any time, it is found to have concealed/distorted and material as mentioned above I/We am/are agreeable for summary termination of contract by IWAI.

12. This application is made in full understanding that:

(a) The offer by the tenderer(s) will be subject to verification of all information submitted will this tender document.

(b) The IWAI reserves the rights to:

- Amend the scope and value of contract at any moment
- Reject or accept this offer, and reject all applications / offers without any financial liability.

Signature of Tenderer(s)
Date _____

Witness on behalf of Tenderer.

1. Signature _____
Name & Address _____

2. Signature _____
Name & Address _____

INLAND WATERWAYS AUTHORITY OF INDIA
IWT TERMINAL, GAIGHAT, PATNA – 7

Tender Notice No.IWAI-PTN/17(21)/Security guard/2012-13 dt. 02.06.12

1. Sealed open Tender are invited from the resourceful & experienced security guard consultancy organisations/security guard supply firms duly valid registration from relevant department for the under mentioned work is invited from you:

Name of work: Deployment of armed and unarmed security guards for Bhagalpur, Patna and Allahabad terminal.

S.No.	Name of terminal	Appx. Cost (in Lakh)	Earnest money (in Rs.)	Cost of tender documents	Period of completion	Date of opening
1	Allahabad	Rs. 2.73	5500.00	Rs. 2000/- (for one set containing all three terminals)	9 months	25.06.12 (1530 HRS)
2	Patna	Rs. 12.55	25100.00		..do..	..do..
3	Bhagalpur	Rs. 2.13	4300.00		..do..	..do..

2. Tender documents can be purchased from Director office IWAI, Gaighat, Patna by submitting a demand draft of Rs. 2000/- issued by and Nationalized/Scheduled Bank in favour of IWAI Fund payable at Patna. Alternatively tender documents can be downloaded from the site of IWAI i.e. www.iwai.gov.in However, a demand draft towards the cost of tender documents must be enclosed with the tender. In case of the tender is not accompanied with the valid demand draft for the cost of the tender document as detailed above, the tender shall be summarily rejected. The demand draft can be issued by any nationalized/scheduled bank in favour of "IWAI FUND" payable at Patna.
3. Tenders can be dropped in prescribed tender box placed in office of Director, IWAI, Gaighat, Patna. up to 15:00 hrs on the date of opening and tender will be opened at 15:30 hrs on the same day at Patna in the office mentioned above in presence of tenderers present at the time of opening of the tenders. If the office is closed on the stipulated date and time due to some unforeseen reason, tenders will be received up to and opened on the next working day at the same place & time.

Tender can also be dispatched to The Director, IWAI, Patna by registered post/speed post/courier service so as to reach before 15.00 hrs on the date of opening. However, IWAI will not be responsible for non receipt or delayed receipt of such tenders.

4. The tenders must be submitted with proper amount of 'Earnest Money' in favour of IWAI Fund Patna. Tenders without proper 'Earnest Money' will be summarily rejected. The tender form is not transferable.

5. Eligibility Criteria

- a. The agency should deploy preferably Ex-Servicemen below the age of 55 years for IWAI security duty.
- b. The firm should give proof that during the previous year security agency had operated EPF accounts or employees that were at least twice the number of employees proposed to be engaged by the IWAI.
- c. The private Security personnel provided to the IWAI should be physically fit, free from any physical disabilities and smart. The agency should have a proper system of recruitment, C & A verification of their staff, a distinct uniform and proper ID cards.
- d. 10% of the bill amount payable to the security agency should be withheld and paid only when it furnishes evidence that EPF obligations have discharged.

6. **Validity of the tender:** The bidder shall keep his offer open for a period of 120 days from the date of opening of Tender.

Please note:

- (a) Advance to contractor is not applicable
- (b) Purchase preference clause is not applicable.
- (c) Price variation clause is not applicable.
- (d) Incentive Bonus payment clause is not applicable.

7. Performance Guarantee (P.G)

Contractor will have to submit a 'Performance Guarantee' in addition to Security Deposit' in form of Demand draft / pay order / banker's cheque in favour of IWAI – fund Patna in token of commitment to complete the work, successfully.

The procedure for obtaining performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a performance Guarantee (PG) within 15 (fifteen days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen days and up to 30 days from the date of issue of LOA penal interest of 15% per after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 30 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for the work.

- (b) The successful bidder shall submit the performance Guarantee (PG) amounting to 5% of the contract value: in form of Demand draft / pay order / banker's cheque in favour of IWAI – fund Patna
- (c) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The period security deposit shall, however, be released only after expiry of the maintenance and after passing the final bill based on 'No Claim Certificate' from the contractor.

8. INSTRUCTION FOR SUBMISSION OF BID

- i. All covering letters and information to be included in the bid shall be submitted along with the bid itself.
- ii. Tender should be submitted in two cover viz. separate sealed Envelop-1 and Envelop-2 and both of these covers should be placed in an envelop duly superscribing clearly the name of the work "Deployment of security guard for safety and security of terminal at Bhagalpur, Patna and Allahabad in NW-1" and the note TENDERS TO BE OPENED BY THE ADDRESS 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, envelop containing each part shall be superscripted as under.

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

Bidders may quote for any one or more than one or all of the schedule i.e. schedule-VIII to be submitted in one cover i.e. under cover – 2. No other document other than the Price schedule should be placed inside Envelope -2 containing price bid otherwise tender will be summarially rejected.

Envelop – 1 : The first cover shall be submitted along with the following documents and the cover should be superscribed with "ENVELOPE-1" : TECHNICAL/COMMERCIAL BID FOR Deployment of security guard for safety and security of terminal at Bhagalpur, Patna and Allahabad in NW-1.

- a) Bid document marked Original duly completed and signed on every page except prices.
- b) Earnest Money Deposit (Demand Draft as prescribed)
- c) Experience certificate(Proof of experience and work done certificate)
- d) Latest Bank solvency certificate from Nationalized/Schedule Bank
- e) Permanent Account Number (PAN) issued by Income Tax Department.
- f) Letter of Authority for signing and negotiation of tender (as the case may be)

- g) Relevant information on the capacity; financial resources and experience about contractor himself.
- h) List of arbitration cases during last 5 years.
- i) List of court cases during last 5 years.

Envelope-2 : The second cover shall be submitted along with the following documents and the cover PRICE BID for Deployment of security guard for safety and security of terminal at Bhagalpur, Patna and Allahabad in NW-1.

- (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.

Director
IWAI, Patna

TERMS AND CONDITIONS FOR DEPLOYMENT OF SECURITY GUARD FOR SAFETY AND SECURITY OF BHAGALPUR, PATNA AND ALLAHABAD TERMINAL BETWEEN RAJMAHAL-ALLAHABAD IN NATIONAL WATERWAY-1

01. INTRODUCTION: -

Inland Waterways Authority of India having office at Patna is responsible for planning, execution, development and management of National Waterways No.1 between Rajmahal to Allahabad for the purpose of Shipping, Navigation and promotion of IWT in National Waterway No.-I (NW-I) with a total length of approximately 1000 KM. The N W- 1 has been declared as National Waterway w.e.f. 1986. In order to provide the necessary infrastructure and effective regulation of fairway navigable channel, a number of developmental activities such as dredging, bandalling, channel marking, construction of terminals, repair of floating craft, night navigation, DGPS station etc. are being executed. The safety and security depends on the proper watch keeping through experienced security personal. Authority intends to engage the same on outsourcing basis from the reputed and resourceful Security Consultancy / placement Organizations on contract basis for a period of 09(nine) months initially which is extendable further.

02. CONDITION OF TENDERS

DEFINITIONS:

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

- (a) Contract: means the document forming the rate of acceptance there of and the format agreement executed between the Inland Waterways Authority of India and the firm together-with documents referred to therein.
- (b) Contract sum: means the amount arrived at by multiplying the numbers shown in the schedule of quantities with the respective category rates as allowed.
- (c) Contractor: means the successful party who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (d) Authority: means the Inland Waterways Authority of India (IWAI) 'having its office' at IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna- 800007 and includes therein-legal representatives, successors and assigns.
- (e) Day: means a calendar day beginning and ending at mid-night.

- (f) Chairman: means Chairman of Inland Waterways Authority of India.
- (g) Engineer-in-charge: means the Officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of the and/or the Engineering Officer appointed by the IWAI or its duly authorized representative to direct, supervise and be in-charge of the works for the purpose of this contract.
- (h) Chief Engineer: means the Chief Engineer of the Authority as the case may be.
- (i) Director: means the Director of the Authority, as the case may be.
- (j) Deputy Director: means the Deputy Director of the Authority as the case may be.
- (k) Assistant Director: means the Asstt. Director of the Authority as the case may be.
- (l) Work Order: means a letter from the Engineer-in-charge conveying the acceptance of tender/offer subject to such reservations as may have been stated therein.
- (m) Month: means the Calendar month.
- (n) Vessel: means the vessel/dredger belonging to the Authority for which operation, maintenance & repair is the carried out.
- (o) Week: means seven consecutive calendar days.
- (p) Work/works: means work/works to be executed in accordance with the contract.

3. INTERPRETATIONS:

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

4. BANNED OR DE-LISTED FIRMS

The firm shall give a declaration that they have not been banned or de-listed by any govt. or quasi Govt. agency or public Sector Undertaking.

5. SECURITY DEPOSIT FOR PERFORMANCE

- 5.1. The contractor whose tender is accepted has to enter into an agreement with IWAI and will be required to furnish by way of Security Deposit for the due fulfillment of the contract, such sum as will amount to 10 % of the contract value. The Security amount

will be accepted only in the form of crossed Demand Draft on any Nationalized Bank or Scheduled Bank of India, in favor of Inland Waterways Authority of India, Fund, payable at PATNA as stated in the work may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may 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.

- 5.2 No claim shall be lie against the Authority either in respect of interest or any depreciation in value of any security.
- 5.3 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Director 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 Director 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.
- 5.4 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 5.5 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

6. REFUND OF SECURITY DEPOSIT

The security deposit less any amount due shall, on demand, be returned to the contractor or on payment of the amount of the final bill payable in accordance with Clause - 25, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

7. SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before giving the offer 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 maintenance during execution of work.

8. CONTRACT DOCUMENTS

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

9. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVES

- 9.1 The duties of the representative of the Engineer – in – Charge are to watch and supervise the works performed by various categories of personnel on board the vessel.
- 9.2 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.
- 9.3 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.

10. ASSIGNMENTS AND SUB-LETTING

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

11. FACILITIES TO OTHER CONTRACTORS

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

12. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

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

13. 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.

14. CHANGE IN CONSTITUTION

Where the contractor is 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 - 12 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause – 13.

15. CONTRACTORS SUPERVISION

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

16. 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.

17. LIQUIDATED DAMAGE

If the Contractor fails to complete all the items of work(s) within period (s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of contractor) as may be agreed, he shall without prejudice to any other right or remedy of

the authority on account of such default, pay comparison (not by way of penalty) at the rate of ½ % per week on the total value of the order subject to maximum of 10%.

18. RISK OF LOSS DAMAGE TO THE AUTHORITY PROPERTY

18.1 All the property of Authority whether with or without deposit to the contractor in connection with the contract shall remain the property of the Authority. The contractor shall use such property for the purpose of execution of the contract and for no other purpose what so ever.

19. CONDITIONS OF TENDER AND INSTRUCTIONS TO TENDERER(S)

1. SCOPE OF TENDER:

Sealed tenders are invited from the resourceful & experienced security guard consultancy organization/security guard for work described as providing security guards with effective supervision at IWAI, Patna, Bhagalpur and Allahabad terminal.

2. THE ELIGIBILITY CRITERIA:

Tenderer should meet the following eligibility criteria as per IWAI, Patna.

- i. The agency should deploy preferably Ex-Servicemen below the age of 55 years for IWAI Security duty.
- ii. The firm should give proof that during the previous year security agency had operated EPF accounts or employees that were at least twice the number of employees proposed to be engaged by the IWAI
- iii. The private security personnel provided to the IWAI should be physically fit, free from any physical disabilities and smart. The agency should have a proper system if recruitment, C&A verification of their staff, a distinct uniform and proper ID cards.
- iv. 10% of the bill amount payable to the security Agency should be with held and paid only when it furnishes evidence that EPF obligations have been discharged.

3. **INSPECTION OF DATA:** Any other information for the work, relevant to this tender, may be obtained from the office of the Director, IWAI, Gaighat, Patna on any working day during office hours.

4. **INSPECTION OF SITE:** Tenderer must acquaint himself, at his own responsibility, risk and expense, with all information of the site(s) or work(s) and their neighborhoods, actual working and other prevalent conditions, laws/regulations, availability and suitability of local labours, materials, accessibility of site(s) of work(s) sources and availability of water, electricity, camp site, market, banking facilities etc. and all such possible factors as have bearing on rates and progress of the work under this tender and all these factors should be taken into consideration before submitting this tender.

5. TENDERER'S POSTAL ADDRESS:

(A)Every tenderer shall state in the tender, his postal address fully and clearly in Chaptr-III "Form of tender". Any communication sent in the time to the tenderer

by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered post.

(B) **CHANGE OF ADDRESS:** The tenderer must keep the IWAI informed of any change of address during the currency of tender of work in his own interest.

6. **TENDERS TO BE SIGNED BY AUTHORISED PERSONS:**

(A) The tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the tenderer(s). Any individuals or individuals signing the tender documents or other documents connected therewith should specify whether he is signing the said documents:-

- i. As a sole Proprietor of the firm or Attorney of the Sole proprietor.
- ii. As a Partner of partnership firm
- iii. As a Director, manager or secretary in a Limited company (duly authorized by a resolution passed by the board of directors or in presence of the authority conferred by the memorandum of association).

(B) In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender documents and all other concerned documents.

(C) Requisite power of attorney or such other documents empowering the individual or the individuals to sign the Tender document should be furnished in original alongwith the tender.

(D) The IWAI shall not be bound by any Power of Attorney granted by the contractor or by changes in the composition of the firm made subsequent to the execution of the contract agreement. It may, however, recognized such power of Attorney and changes, after obtaining legal advice to the satisfaction of the IWAI, the cost of which will be borne by the Contractor.

7. **TESTIMONIALS:**

(a) The tenderer(s) shall also enclose bank certificates showing the financial stability to undertake work of such magnitude as is covered by this tender. Bank solvency for different terminals are as under:-

1. Bhagalpur	Rs. 1 Lakh
2. Patna	Rs. 4 Lakh
3. Allahabad	Rs. 1 Lakh

(b) The tenderer(s) shall also submit a list of court cases filed and number of arbitration cases in progress as demanded by him from the IWAI or other clients during the 5 years preceding the date of opening of this tender as per Annexure-I & II of this chapter of the tender document. In the event of the tenderer not giving this information the IWAI shall compile such data in the said format from available records and the tenderer(s) shall have no right to question the correctness or completeness of such data.

8. TIME OF COMPLETION OF WORK

This tender is submitted subject to the condition that the tenderers(s) shall complete the works covered by this tender in all respect within the period of time stipulated in chapter –I as well as in tender notice (chapter-II). The time shall be reckoned from the date of issue of letter of acceptance.

9. SPECIAL CONDITIONS BY TENDERER (S)

- (a) The tenderer (s) is, normally, not expected to make any special condition/stipulation of his own and is expected to submit his tender in accordance with the conditions/stipulations contained in these documents, if however, the tenderer(s) wishes to make any special condition/stipulation(s) or wishes to intimate the IWAI of any matter of importance, he may do so in a covering letter. Such stipulations and conditions shall be a part of the contract in case of acceptance of the tender, only to the extent explicitly accepted by the IWAI administration. The accepting authority reserves the right not to accept any such tender(s) as unacceptable without any reference to the tenderer(s) or may ask the tenderer to withdraw any or all such stipulations before awarding the contract and in the event of his refusals to do so, may not accept his tender.
- (b) In case, any special conditions and / or stipulations are made by the tenderer, he shall also indicate, along with such conditions / stipulations, the cost of withdrawal of the same. The accepting authority reserves the right, either to accept the conditions/stipulations made by the tenderer or the cost thereof, at its sole discretion. If such cost is not indicated, it will be constructed that the tenderer(s) is not in a position to withdraw these conditions at any cost and the tender may be adjudged accordingly without any reference to the tenderer(s)

10. EARNEST MONEY

- (a) The Earnest Money to be deposited with this tender will be in the form DD in favour of IWAI FUND Payable at Patna.
- (b) APPROPRIATION TOWARDS SECURITY DEPOSIT : If the tender is accepted, this total Earnest Money will be retained as part Security Deposit termed “Initial Security Deposit” for the due performance and observance of the terms and conditions of the contract and shall form part of the Security Deposit stipulated in these documents.
- (c) **REFUND:**
 - (i) The Earnest Money of the tenderer(s) whose tender(s) have not been accepted, shall save as herein provided, be returned to them but the IWAI shall not be responsible for any loss or depreciation that may happen thereto while in their possession.
 - (ii) No interest will be payable on the Earnest Money.
 - (iii) (1) Earnest money deposited in case shall be refunded by a cheque drawn in favour of the tenderer and sent to him by Registered Post at the address of the tenderer given by him in “form of tender” contained as Chapter III of the tender document.
(2) The IWAI shall not be responsible for any postal delays or other causes beyond its control.

(d) FORFEITURE

- i. It shall be understood that these documents have been issued to the tenderer(s) and the tenderer is permitted to tender in consideration of the stipulations on his part that after submitting his tender, he will not resile from his offer or modify the rates, terms and conditions thereof in a manner not acceptable to the IWAI, should the tenderer fail to observe or comply with the said stipulations, full amount of Earnest Money shall be forfeited by the IWAI.
- ii. Further, if any modification of rates, terms and conditions is made by the tenderer after opening but within the period of validity of the tender and the IWAI accepts this tender without those modifications and the letter of acceptance is issued to the tender without such modifications, and tenderer refuses to accept the award of contract, the total Earnest Money shall be forfeited.
- iii. Full earnest money is liable to be foreited in case any statement, declaration made by the tenderer is proved wrong/faise/icomplete/or such as to withhold any information releveant to the consideration of the tender.
- iv. In the event of tenderer(s), whose tender is accepted, resile(s) from the contract after issue of letter of acceptance or fails to commence the work within 30(thirty) days of issue of letter of acceptance or handing over of the site, whichever is later, shall be applicable.

(e) MODE OF PAYMENT: The total Earnest Money as stipulated in these documents can be paid by the tenderer in the form of Demand draft in favour of IWAI-FUND payable at Patna from any nationalized Bank/Schedule Bank.

11. TENDER WITHOUT EARNEST MONEY: Tender(s) not accompanied by full earnest money, in the requisite manner, as aforesaid, shall under no circumstances be entertained and will summarily be rejected at the time of opening itself without further reference to the tenderer(s)

12. GENERAL INSTRUCTIONS FOR COMPLETING TENDER DOCUMENTS:

- (a) The tenderer shall submit, as his tender, all these documents intact, without severing detaching, defacing or removing any part thereof. After completing these documents, the tenderer(s) shall sign each page of these documents, before submission, intact, without severing, detaching, defacing or removing any part thereof, as per instructions contained in these documents.

- (b) Tender form containing over writings, scribbling, and erased rates and/or rate-not shown in words are liable to be rejected. In case of any discrepancy in rates shown in figures and words being noticed, the accepting authority may at his discretion accept the lower of the two.
- (c) The tenderer must completely and carefully fill up the letter entitled “FORM OF TENDER” i.e. Chapter- III of these documents.
- (d) The Tenderer shall not leave any space blank, where he is expected to make any entry.
- (e) **Eligibility Criteria:** Wherever Eligibility Criteria are specified in the tender notice the tenderer shall submit specific details of work executed and payment received thereof along with relevant documents which make him eligible for tendering. If the tenderer gives any wrong information or suppresses any wrong information or suppresses any material fact to cover this eligibility, his tender will be summarily rejected.
- (f) **False / Incomplete statement:** Any statement/declaration made by the Tenderer, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender or in the event of his tender having been accepted at any stage of the contract, shall tender his/their tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:
 - (i) If such statement is found at the tender stage, his total earnest money shall be forfeited.
 - (ii) In case such a statement is found at the contract stage rights available to the IWAI shall applicable.
- (g) **Cancellation of document etc:** The cancellation or amendment of any documents such as power of attorney, partnership deed etc. should be forthwith communicated by the tenderer/contractor to the IWAI in writing, failing which the IWAI shall have no responsibility or liability for any action taken on the strength of the documents available with the IWAI.

13. QUOTATIONS OF RATES:

- i. The tenderer shall fill in his rates for doing this work on the prescribed page/sheet of these documents.
Tenderer should quote their rate after careful study of the tender documents and site conditions, with full understanding of the implications thereof.
- ii. The IWAI reserves the right to modify any or all the schedules whether it is to increase or to decrease the scope of the work including/inclusion deletion of any item(s). The Tenderer shall not be entitled to any revision of rates due to such increase/decrease in quantities of items.

The payment shall be made on the basis of actual quantities executed under various item(s) and the accepted rates thereof, and not on the quantities mentioned in various schedules.

iii. FLUCTUATION IN MARKET RATES:

The Rates quoted by the Tenderer(s) and accepted by the IWAI Administration shall hold good till the completion of the work and are not subjected to fluctuations(s) of any kind, save and except what is admissible under the price variation clause contained in these documents.

iv. RATES TO INCLUDED ALL TAXES:

The rates quoted shall be inclusive of all taxes levied by Central or State Govt. or by any Municipal/Local or any other body. However, change of rate of statutory taxes of the state/central Government and levy of any new type of such statutory tax shall be on IWAI account.

v. The tenderer (s) should quote his single rate for each schedule taking into consideration estimated rate, quantity of each and every item of schedules, all the conditions of these documents and the special conditions mentioned in the various schedules.

vi. Rates in figures as well as in words:

The tenderer(s) are required to quote their rate(s) and all other figures, having financial implications wherever occurring in these documents, in numerals as well as in words. In case of difference between the two, the lower of the two shall be taken into account for all-purpose connected with this tender.

vii. The IWAI administration reserves the right to modify any or all the schedules whether it is to increase or to decrease the scope of the work including inclusion/deletion of any item(s) and therefore, the tenderer(s) should quote reasonable and workable rates for each of the schedules in the schedule of items.

viii. The tenderer shall not be entitled to any revision of rates due to such increase/decrease in quantities of items. The payment shall be made on the basis of actual quantities executed under various item(s) and the accepted rates thereof, and not on the quantities mentioned in various schedules.

14. SUBMISSION OF TENDER:

- (A) Tender must be placed in sealed envelope super-scribed with the tender number, name of work and date and place of opening and should be dropped in the box placed for the purpose in the office of Director, Patna on and before the time and date specified in Chapter-II
- (B) Tender, sealed and super-scribed as mentioned above, can also be sent by registered post to the above named office, provided that, no tender received after the time and date specified above for closing of tender box, shall be considered. IWAI shall not be responsible for Postal delays.

(C) The requisite total Earnest Money as per Chapter – IV should be submitted in requisite manner along with the tender documents without which tender shall be summarily rejected and rates quoted will not be read out.

(D) Late tenders / delayed tenders: Offers shall be dealt with as per extant rules of IWAI and the tenderer(s) shall have no right of consideration of such a tender.

15. OPENING OF TENDER: Tenders will be opened in public at the time and place mentioned in chapter-II. The date and time of opening may be postponed at the sole discretion of the IWAI, if circumstances so warrant. At the time of opening, the rates and special features/ conditions submitted by the tenderers will be read out in the presence of such tenderer or their authorized representatives who may choose to be present. The said authorized representatives shall produce their authority before they are allowed to participate in the opening. They shall sign the rate statement which is prepared as a result of reading out of the rates of the tender(s)

16. CLARIFICATION OF BIDS SUBMITTED: To assist in the examination, evaluation and comparison of tenders, the IWAI or its authorized person may ask the tenderer(s) for clarification(s), if needed, for such examination, evaluation and comparison. The request for such clarification etc and the response thereof shall be in writing.

17. NEGOTIATION:

(a) The accepting authority reserve the right to enter into negotiations with the L-1 or more (in special case) tenderer(s) before acceptance of the tender in order to clarify special conditions or reduction of rates or for changes in scope of the work etc. at its sole discretion.

(b) L-1 should be defined as the lowest, valid, eligible and technically acceptable tenderer.

(c) Should such negotiation with the tenderer(s) be entered into, the tenderer(s) shall not be permitted to increase their quoted rates under any circumstances, even if it includes withdrawal / modification of such special conditions as are given by the tenderer(s) along with their original tender.

18. ACCEPTANCE OF TENDERS:

(a) The accepting authority, reserves the right to divide the tender amongst more than one Tenderers, if deemed necessary, and also to reject any or all tenders received without assigning any reason and does not bind himself to accept the lowest or any other tender.

(b) The accepting authority reserves the right to split up the work without reference to the tenderer(s) and may accept the tender in respect of any portion of the work.

19. LETTER OF ACCEPTANCE:

(a) The acceptance of the tender shall be communicated by Registered Post with A/D or Courier at the address given by the tenderer in these tender documents. The letter of acceptance will remain operative till a formal contract / Agreement is executed and signed by and between the contractor and competent officer of the

IWAI, for and on behalf of the President of India, after which the letter of acceptance will merge in the said formal agreement.

- (b) The IWAI shall not intimate to the tenderer whose have not been accepted and the result of their tender(s). However, Earnest Money will be refunded as per clause 10(c) above.

20. SECURITY GUARD

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

20.2 The Contractor shall comply with the provision of all the Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority if applicable in relation to the execution of works. Thus the Authority has no liabilities in respect of labour Act/law applicable such as:

- i) Payment of wages Act 1936 (Amended)
- ii) Minimum wages Act. 1948 (Amended)
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
- v) Employer's Liability Act 1938 (Amended).
- vi) The Industrial Employment (Standing orders) Act 1946 (Amended).
- vii) The Industrial Disputes Act. 1947 (Amended)
- viii) Payment of bonus Act. 1965 if applicable and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- ix) The Personal injuries (Compensation Insurance) Act. 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- x) and all other applicable laws of the land.

20.3 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.

- 20.4 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 thereunder with amendments made from time to time.
- 20.5 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-20.2 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- 20.2 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 20.2 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 20.2 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.
- 20.6 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 20.2 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs. 500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 20.7 The Contractor shall at his own expenses Comply with or cause to be complied with 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 thereunder 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.

- 20.8 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all Manpower 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.
- 20.9 In the event of any injury, disability or death of any personnel in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act. 1923, for any injury, disability or death of a workmen 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.
- 20.10 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.
- 20.11 The Contractor shall obtain License / Registration under Contract Labour Act 1970 if considered necessary after the issue of work order.

21. PAYMENT ON ACCOUNT

- 21.1 Interim bill shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the mandays recorded in the attendance register.
- 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 there from the amount already paid, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the contract.

- 21.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 15 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 Engineer-in-Charge.
- 21.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the same.
- 21.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 21.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

22. OVER PAYMENTS AND UNDER PAYMENTS

- 22.1 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.
- 22.2 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 - 23 of this contract ad notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 22.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any or all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.

- 22.4 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 bills a MINUS bill from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 22.5 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 contractor is governed by the arbitration clause under the Clause - 23 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.

23. ARBITRATION

- 23.1 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 follow:
- (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 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.
- 23.2 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 Chairman 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.

- 23.3 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.
- 23.4 The Arbitrator with the consent of the parties can enlarge the time, from, time to time to make and publish his award.
- 23.5 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.
- 23.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- & above.
- 23.7 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.
- 23.8 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.
- 23.9 The Venue of the arbitration proceeding shall be at Patna. It is further to clarify that both parties to this agreement hereby undertake not to have recourse to Civil Court to settle any of their dispute whatsoever, arising out of this agreement except through arbitration.

SPECIAL & TECHNICAL TERM AND CONDITIONS

1. Special term and condition.

1.1 Tenderer must meet the following criteria:

- (i) The agency should deploy preferably Ex-Serviceman below the age of 55 years for IWAI Security duty
- (ii) The firm should give proof that during the previous year Security agency had operated EPF accounts or employees that were at least twice the number of employees proposed to be engaged by the IWAI's.
- (iii) The private security personnel provided to the IWAI should be physically fit, free from any physical disabilities and smart. The agency should have a proper system of recruitment, C & A verification of their staff, a distinct uniform and proper ID cards.
- (iv) 10% of the bill amount payable to the security Agency should be withheld and paid only when it furnishes evidence the EPF obligations have been discharged.

1.2 The firm shall comply with all relevant statues of Government including contract labour (regulations and abolition) Act 1970. Workmen compensation Act 1923. Payment of wages 1936, Minimun wages Act 1948 and as per rate of minimum wages notified by the Govt. of Bihar

1.3 The agency shall be solely liable for any accidents/injuries caused to their personal or to their parties arising out of and in the course of employment and that the agency shall comply with the procedures such as reporting to appropriate authorities, treatment of the injured and meeting the expenses incidental thereto, payment of compensation etc.

1.4 The Private security Agency shall have to obtain labour licence from concerned labour commissioner.

1.5 The security agency shall not deploy/engage any worker, who has not completed the age of 18 years on the date of his deployment/engagement.

1.6 It would be desirable that the security staff provided should have knowledge of Fire Fighting, First Aid, Scooter/Motor Cycle/MV Driving & Communication equipment. All Guards should have working knowledge of Hindi or English language.

1.7 The agency shall provide the details of the staff, proposed to be deployed viz, their name, fathers name, DoB, residential address, mobile number, recent passport size photograph, in form of a data base in both hard & soft form and also provide a local police clearance certificate.

1.8 Security person shall be a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette, specify.

- 1.9 No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union. State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard.
- 1.10 Security agency may, while employing a person as a private security guard, give preference to a person who has served as a member in one or more of the following namely Army, Navy, Air Force or any other armed forces of the Union Police including armed constabularies of States and Home Guards.
- 1.11 The agency shall employ only such staff who are literate, physically fit having good character, well behaved and skilled in their duties, it should also be ensured that the employees, employed by the agency are having proven antecedents and no police case etc. is pending against such people. The agency shall be solely responsible for all acts of commission/omission of its employees.
- 1.12 Security agency has to produce certificate of character and no police cases i.e. police verification on firms account for persons employed for security. Security agency has to submit bio-data of the people to be employed. The agency will discharge/change/transfer any of his employee who is found un-suitable, not physically fit in capable of performing duties, the firm has to change the such staff on recommendation made by IWAI administration. Preferably the agency shall depute the staff who should not be local. The agency shall change and recruit new staff after completion of one year.
- 1.13 It should be made clear that IWAI will not provide food, accommodation and transportation or any of the allowances to the security personnel deployed under any circumstances.
- 1.14 IWAI reserves the right to ask and require the company/agency to remove any person deployed by the company/Agency, without assigning any reason/notice.
- 1.15 The Company/Agency shall supply uniforms (all weather) with Name plates to the persons engaged by it. The IWAI shall not allow any employee of the Company/Agency to work inside the IWAI without uniform except in cases where-in specifically asked for. If during the period of contract the uniform is torn, it shall be the responsibility of the Company/Agency to supply another uniform to the persons and ensure that the persons wear uniform while security agency are on duty in the terminal. The Company/Agency shall get the identity card of each employee countersigned by the nominated Officer of the IWAI.
- 1.16 The Security Guard shall be normally required to work in three shifts basis. No Security Guard will be allowed to perform double duty/continuous basis unless authorized by nominated Officer.
- 1.17 No employee of the Company/Agency shall work for more than 27 days in a month or as specified by Labour laws.

- 1.18 The company shall have proper standard and procedures of requirement and training. The company will provide a copy of Training Manual for inspection to IWAI authorities.
- 1.19 The company shall have a proper system for checking the guards on duty, day & night for every shifts. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the IWAI. The Company should supply Guard check Books to all guards post wise at its own cost.
- 1.20 That no right, much less a legal right shall vest in the company/Agency's workers to claim/have employment or otherwise seek absorption in the IWAI nor the Company/Agency's workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the IWAI. The workers will remain the employees of the Company/Agency and this should be solely the responsibility of the Company/Agency to make it clear to their worker before deputing on work at IWAI terminal
- 1.21 The Company shall not be allowed to change its name and style after the award of the contract.
- 1.22 The company will have to deploy the full nos of security guards. IWAI administration reserves the right to curtail the deployment of security guards at any time.
- 1.23 Any legal disputes will be subject to Patna jurisdiction.

2 Scope of work:

- 2.0 Provision of security arrangements at IWAI, Patna, Allahabad and Bhagalpur
 - 2.1 Protection of IWAI assets in particular terminal shall be prime responsibility of agency, the agency shall maintain records of incoming and outgoing materials/equipments of IWAI site. No material shall leave the premises without proper gate pass from competent authority.
 - 2.2 The agency shall be required to check entry/exit of the workers, as well as the visitors including, vehicle entering & leaving in the IWAI. The date of visiting time, name, address & purpose of the outsider should be recorded. Visitors should not be allowed inside the workshop without permission.
 - 2.3 The areas that require continuous manning by security staff are terminals. Apart from this security staff should regularly patrol in and around the areas of the jetty and also to keep a watch on the Boundary walls of separate unit, administrative building, main gate of terminals

2.4 SHIFT TIMINGS

The Security Staff should work in Shifts as per the timings given below:

(a) 1 st shift	-	06:00 hrs	to	14:00 hrs
(b) 2 nd shift	-	14.00 hrs	to	22:00 hrs
(c) 3 rd shift	-	22:00 hrs	to	06:00 hrs

The security personnel shall be deployed for a maximum of 8 hrs duty at a time

2.5 NATURE OF DUTIES AND RESPONSIBILITIES

- i. Protection of IWAI material in particular the terminal/jetty shall be the prime responsibility of agency. The agency shall maintain records of incoming and outgoing material/equipments of stores. No material shall leave the premises without proper gate pass from competent Authority.
- ii. The agency shall be required to check entry/exit of the workers as well as the visitors including, vehicle entering and leaving the IWAI terminal the date of visit. Time, Name, Address and purpose of the outsider should be recorded. Visitor should not be allowed inside the shed without permission.
- iii. The details of the Vehicles entering and leaving like vehicle No. , Driver Name, Purpose of Entry., Details of the gate pass shall be entered.
- iv. Any accident/mishap due to negligence of security personnel shall be the responsibility of firm and IWAI not pay for any such losses whatsoever.
- v. The agency will have to provide mobile telephone to all guards (Armed/Unarmed) by which senior most responsible officer at field level can be contacted at any time of day or night in emergency. The responsibility should be under taken on round the clock basis, including holidays.
- vi. The Security Staff having the armed weapon should have license of the arms, the copy of the license should be provided to the IWAI.
- vii. The agency shall ensure that no unauthorized person enters the IWAI premises and create nuisance, disturbance, theft or pilferage of IWAI property or unauthorized transportation. The agency shall apprehend the culprit and bring it to the notice of authorities of IWAI.
- viii. The firm will pay for any losses of IWAI property due to theft/robbery in any of the IWAI. IWAI decision on this issue is final.
- ix. The agency shall arrange to conduct surprise checks and generally supervise the performance and turn out of the personnel posted at the IWAI's site.
- x. The agency shall submit necessary report to the IWAI regarding unusual occurrence or untoward incidents within one hour over phone. For this purpose concerned officer may be contacted.

- xi. In the event of any theft, pilferage, loss, damage or injury, to the properties of IWAI or to their employees due to negligence or omission of duty committed by any of the personnel of the agency, the agency shall be held liable for all the loss/damage and in such event the IWAI can claim the value of such loss/damage from the agency.
- xii. The security agency's security personnel shall not engage themselves, directly or indirectly in any commercial activities or employment over and above their employment with the security agency.
- xiii. The successful security agency only should execute the contract work awarded and subcontracting of work is not permitted.
- xiv. The prices mentioned in the contract shall not be subjected to escalation or increase on any account whatsoever. No escalation/overrun compensation shall be paid.

2.6 Eligibility to be private security guard

Physical standards and Qualifications: The employees of the Company/Agency shall be of Good character and of sound health

- a. Security Guard Ex-servicemen
 - i. Age: Not more than 50 years
 - ii. Character : Very Good
 - iii. Education Qualifications : Matriculate.
 - iv. Physical Standards: Height 5ft 6 inches minimum
(Except hill tribes.) Physically fit.
- b. Security Guards Civilians:
 - i. Age: Not more than 35 years.
 - ii. Character : Very Good
 - iii. Education Qualifications : Matriculate.
 - iv. Physical Standards: Height 5ft 6 inches & physically fit.

2.7 Issue of Photo Identity Card

- i. Every private security guard shall be issued a photo identity card, by the private security guard shall be issued a photo identity card, by the private security agency employing or engaging the guard.
- ii. The photo identity card shall be issued in such form as may be prescribed
- iii. Every private security guard shall carry in his person the photo identity card and shall produce it on demand for inspection by the controlling authority or any other officer authorized by it in this behalf. The identity cards should be got attested by IWAI and the firm.

2.8 Registers to be maintained by a private security agency:

- i. The names and addresses of the persons managing the private security agency.
- ii. The names, addresses photographs and salaries of the private security guards under its control.
- iii. Such other particulars as may be prescribed.
- iv. The agency will be required to maintain measurement/register books to guarantee that, number of personnel as decided are actually being employed and such books after necessary checking will be counter signed by the IWAI authorities.

2.9 PENALTY

- i. During duty hours the guards on duty should not consume any liquor or any intoxication materials, in case it is noticed any time that security agency are under influence of liquid intoxication or found in alert guilty of moral turpitude penalty of Rs. 500/- per person, per incident will be imposed.
- ii. During periodic and surprise check number of persons found sleeping will be imposed a penalty of Rs. 250/- per persons, per incident.
- iii. The agency shall ensure that all their staff wear standard uniform, badges, caps and shoes and are equipped with indent cards. This will be at agency's own cost. The turnout should be smart and tidy. Guards during duty should have all accessories like Gun, stick, torch, Gumboots etc. A penalty of Rs. 100/- may be imposed if the guards are not found in proper uniform on duty.
- iv. No guard shall leave his place/area of duty during his duty hours. He shall take his lunch/dinner etc at terminal premises. A penalty of Rs. 100/- per day per person will be imposed by the IWAI for absenteeism. The absenteeism means deploying less man than the IWAI specified as in the contract agreement.

2.10 PERIOD OF CONTRACT AGREEMENT:

- i. The IWAI administration reserves the right for termination of the contract with immediate effect. This shall also apply, if it is established that, the agency has not been able to follow central government/state government laws or has breached any contract agreement or is not performing well.

- ii. IWAI administration reserves the right for termination of contract on IWAI accounts with intimation of 01 months period notice to the firm.
- iii. Any change in the care taking personnel should be done with prior approval of IWAI. Any change without approval will be treated as absenteeism of the particular security personals.

2.11 AGREEMENT CAN ALSO BE TERMINATED ON ANY OF THE FOLLOWING GROUNDS, IF IT IS FOUND THAT.....

- i. Any of the security personnel of the agency have committed a breach of trust or misappropriate the property or a part there of which.
- ii. Any of the security personnel of the agency have committed gross negligence in not providing required security.
- iii. Any of the security personnel of the agency were found habitually drunk or Indiscipline.
- iv. Any of the security personnel of the agency were found to be involved in committing crimes.
- v. Any of the security personnel of the agency has done any act which poses a threat to national security, or did not provide assistance to the police or other authority in the discharge of its duties or acted in a manner prejudicial national security or public order or law and order.

SCHEDULE –VIII (S-B)

BILL OF QUANTITY FOR SECURITY GUARD FOR BHAGALPUR TERMINAL

Sl. No.	Types of security guard	No. of persons required	Total consolidated salary per month including all taxes (in Rs.)
1	Un-armed guard	03 Nos	
2	Armed guard	...	

Grand Total (in figures) per month:

Signature

SCHEDULE –VIII (S-P)

BILL OF QUANTITY FOR SECURITY GUARD FOR PATNA TERMINAL

Sl. No.	Types of security guard	No. of persons required	Total consolidated salary per month including all taxes (in Rs.)
1	Un-armed guard	15 Nos	
2	Armed guard	05 Nos	

Grand Total (in figures) per month:

Signature

SCHEDULE –VIII (S-A)

BILL OF QUANTITY FOR SECURITY GUARD FOR ALLAHABAD TERMINAL

Sl. No.	Types of security guard	No. of persons required	Total consolidated salary per month including all taxes (in Rs.)
1	Un-armed guard	
2	Armed guard	03 Nos	

Grand Total (in figures) per month:

Signature

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

For and on behalf of

(Inland Waterways Authority of India)

Contractor

Signature _____

Signature _____

Name & Designation _____ *Name & Designation* _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

LIST OF COURT CASES DURING LAST 5 YEARS

Sl. No.	Name of work	Value of work	Name of client Dept.	Name of the work	Date of institution of case	Relief Sought from court	Brief Reason of dispute	Final / Present position of the case

ANNEXURE-II

LIST OF ARBITRATION CASES DURING LAST 5 YEARS

Sl. No.	Name of work	Value of work	Name of client Dept.	Amount and date of claim preferred	Claim of Dep't. If any.	Brief reasons of disputes	Final / Present position of the case

WARRANTY FORM

M/s (hereinafter referred to as the Contractor) having carefully studied all the tender documents pertaining to the Contract for supply of security guard for safety and security at various identified location from Rajmahal to Allahabad in NW-1 for the year 2010-11 and the local conditions having undertaken to execute the said works.

DO HEREBY WARRANT THAT: -

1. The Contractor is familiar with all the requirements of the Contract.
2. The Contractor has investigated the work site & also visited IWAI office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Contractor shall mobilize the necessary qualified & experienced security guard before the date of issue of work order.
4. The Contractor is satisfied that the work may be performed and completed as required in the Contract.
5. The Contractor accepts all risks directly connected with the performance of the Contract.
6. The Contractor has/had/have no collusion with other Contractor, with any of the men of the Engineer-in-Charge or with any other person in Authority to execute the said works according to the terms and conditions of the said Contract.
7. The Contractor has not been influenced by any statement or promise of the Authority or E-I-C but only the Contract Documents.
8. The Contractor is financially solvent.

9. The Contractor is experienced and competent to perform the Contract to the satisfaction of the E-I-C.

10. The Contractor is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.

11. I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us an Inland Waterways Authority of India regarding works mentioned in Para-1 without any notice, reason or compensation and non-issue of tender documents in future.

Date

For and on behalf of the Contractor