

TENDER DOCUMENT

FOR

**SUPPLY/DEPLOYMENT OF TECHNICAL MANPOWER,
FOR MONITORING & SUPERVISION OF ONGOING
PROJECT ON NW-37 (RIVER GANDAK) UNDER R.O.
PATNA BETWEEN GANGA CONFLUENCE TO
BAGAHA BRIDGE STRETCH DURING AUGUST 2018
TO MARCH 2019.**



Tender No: IWAI/PTN/17(63)/Tech. Manpower/Gandak/2018-19

INLAND WATERWAYS AUTHORITY OF INDIA

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

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

Telephone No.0612-2310026, 2310029

E-mail: dirpat.iwai@nic.in

Website: <http://iwai.gov.in>, <http://eprocure.gov.in/eprocure/app>

DISCLAIMER

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this Tender Document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender Document.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this Tender document. This Tender document includes statements which reflect various assumptions and assessments arrived at by IWAI. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender Document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Agency / Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this Tender Document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender Document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the Works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender Document. Such revisions to the Tender Document / amended Tender Document will be made available on the website of IWAI.

CHECK LIST

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

1. Original Bid document duly filled in and completed in all respects except prices, signed with rubber seal on every page except Financial Bid as a proof of acceptance.
2. Tender Acceptance Letter (To be given on Company Letter Head)
3. EMD and Tender Cost (By RTGS/NEFT as prescribed).
4. Similar work completion certificate along with labour license of previous period.
5. Valid registration certificate of GST, ESI, and EPF etc. from respective concerned Authority/Department.
6. Certificate from Chartered Accountant firm indicating turnover, profit and loss account for the last 3 years.
7. Bank Solvency certificate from Nationalize /schedule bank as prescribed not more than six months old.
8. A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
9. Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum wages Act of the Government of India.
10. Letter of Authority for signing and negotiation of tender (as the case may be).
11. Permanent Account Number (PAN) issued by Income Tax Department.
12. Bank details along with Cancelled cheque for E-Payment (As per annexure-II)
13. Scanned copy of Affidavit of company not blacklisted.
14. In addition to the above, the contractor is required to submit scanned copy of other document if any to full fill all the condition of the tender document and the same may be attached after thoroughly read/study failing which he will be treated as technically disqualified.



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

Date:.....

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IWAI/PTN/17(63)/Tech. Manpower/Gandak/2018-19

Name of Tender/Work: - The work of supply/deployment of Technical Manpower for monitoring and supervision of ongoing project on National waterway No.37 (River Gandak.) during August 2018 to March 2019

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned "Tender / Work" from the web site(s) namely:

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

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

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

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

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

Yours faithfully,

(Signature of the Bidder with Official Seal)



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
Gaighat, P.O. Gulzarbagh Patna – 800007
(Bihar)

e-tender no. IWAI/PTN/17(63)/Tech. Manpower/Gandak/2018-19

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced, reputed manpower supply agencies for the work of supply/deployment of Technical Manpower for monitoring and supervision of ongoing projects on National Waterway No.37 (river Gandak) during August 2018 to March 2019. Details and Tender document can be downloaded / submitted from 12.07.2018 to 23.07.2018 from our web site 'www.iwai.nic.in' and CPPP Portal 'https://eprocure.gov.in/eprocure/app'. Last date for submission of online bids is 23.07.2018 up to 15.00hrs and date of opening of tender is on 24.07.2018 at 15.30hrs.

Date: 12.07.2018

(Director)



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

Telephone No. 0612-2310026

Web site: <http://iwai.gov.in>, <https://eprocure.gov.in/eprocure/app>,

E-mail: dirpat.iwai@nic.in

DETAILS OF NOTICE INVITING E-TENDER

Tender no. IWAI/PTN/17(63)/Tech. Manpower/Gandak/2018-19

1. IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experience reputed manpower supply agencies for the work of supply/deployment of Technical Manpower for monitoring and supervision of ongoing project on National waterway No.37 (River Gandak.) during August 2018 to March 2019. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>. Tender document may be downloaded from the <https://eprocure.gov.in/eprocure/app> as per the schedule as given in critical date sheet as under:-

Estimated Cost of the work, EMD requirement and Critical Dates are as under: -

Name of Works	The work of supply/deployment of Technical Manpower for monitoring and supervision of ongoing project on National Waterway No.37 (River Gandak) during August 2018 to March 2019.
Date of Publishing	12.07.2018
Document Download Start Date & Time	12.07.2018 17:00 Hrs.
Pre-Bid Date & Time	Nil
Bid Submission start Date & Time	12.07.2018 17:30 Hrs.
Bid Closing/Document Download End Date & Time	23.07.2018 15:00 Hrs.
Bid Opening Date & Time	24.07.2018 15:30 Hrs.
Estimated Cost including all taxes, ESI, EPF, contractor profit, other statutory dues etc excluding GST as per tender.	Rs. 25.86 lakhs
Tender Fee(Rs)	2000.00 + 18% GST
EMD (Rs)	Rs 51750.00

Note :- Travelling Allowance and Dearness Allowance of staff shall be reimbursed separately on production of bills with supporting document.

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

3. The tenderer shall have to meet the following pre-qualification criteria:

- I.** The tenderer shall be registered with the concerned department and having registration certificate with GST, ESI, EPF and the scan copy of the same may be submitted by the tender along with online bid.
- II.** Average annual financial turnover during last three years ending 31st March of the previous year, should be at least 30% of the cost. Experience of having successfully completed similar works/supply of manpower works during last 3 (Three) 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 completed not less than 40% of the estimated cost; **or**
 - (b) Two similar works completed not less than 50% of the estimated cost; **or**
 - (c) One similar work completed not less than 80% of the estimated cost
- III.** The Bidder should have minimum experience of at least 3 years as on Bid Submission last date in providing satisfactory manpower services to Central & State Ministries /Departments, Statutory Bodies or Public-Sector Undertakings and / or Banks. The Bidder shall submit copies of Client Contracts & Good Performance Completion Certificates or any other relevant document proving the completion of the services, issued by their authorized signatories. The completion certificate, awarded by the client on its letter head should have a mention of start date & date of completion of assignment along with contract value, type & number of manpower provided.
- IV.** The Bidder should have at least 25 employees on its payroll as on Bid Submission last date, out of which minimum 20 (twenty) employees must have been deployed at a single client organization. The Bidder shall submit photocopy copies of the latest payroll of the agency along with the other additional relevant supporting documents such as Appointment Letters / Employment Contracts / Salary Slips / Client Contracts etc. showing the number of employees under different categories.
- V.** The Bidder must be registered under Contract Labour (Regulation & Abolition) Act 1972. Registration No. of the Bidder must be submitted along with the documents. Also, they must submit an undertaking of submitting the Labour License within 21 days of the award of the work.
- VI.** Latest certificate of solvency (note more than six months old) from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value indicated in below table.
- VII.** The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.

VIII. EARNEST MONEY DEPOSIT (EMD)

All Bidders shall furnish EMD of the amount as mentioned in Section II Data Sheet. **However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India rules.** EMD for the mentioned amount shall be deposited to IWAI Fund Bond through RTGS in the following account:

i.) Name of Bank Account:	IWAI FUND BOND
ii.) Bank Name and Address	Canara Bank, Main Branch, South Gandhi Maidan, Patna -800001
iii.) Bank Account Number	0352101045139
iv.) IFSC	CNRB0000352

- Bids submitted without the requisite EMD shall be rejected as non-responsive.
- No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- The EMD of the unsuccessful (in financial offer) bidders would be returned within seven days of issuance of Letter of Acceptance to the successful Bidder.
- The EMD of Technically unqualified bidders would be returned within seven days of opening of Price bid.
- The Earnest Money of the successful Bidder submitted in the form of RTGS retained as part of the SD, the balance SD may be submitted in Bank or as Bank Guarantee.

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

- If Bid is withdrawn during the validity period or any extension agreed by the agency thereof.
- If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- If the Bidder tries to influence the evaluation process.
- If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Contractor).
- In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work

- In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.
- In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
- In case the Bidder fails to furnish the prescribed Performance Bank Guarantee within the prescribed period.

The scan copy of RTGS/NEFT receipt for tender cost and EMD with Transaction ID must be enclosed along with the e-bid. In case of the EMD and tender fee receipt are not enclosed along with the e-bid, the bid is liable for rejection.

- IX.** The firm should not have incurred loss for more than 2 years during preceding three years ending 31st March 2018.
- X.** The firm should have valid Permanent Account Number (PAN).
- XI.** Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum wages Act of the Government of India.

Parties fulfilling the above indicative eligibility criteria can download tender document from the “<https://eprocure.gov.in/eprocure/app>” and IWAI’s website “www.iwai.nic.in”. Bidders submitting the downloaded version of tender document is required to submit 2000/- (Rupees Two thousand only) excluding 18% GST i.e. an amount equal to the cost of tender document along with tender in the form of RTGS/NEFT made in favour of ‘IWAI Fund Bond’ in the A/c No. 0352101045139, IFSC Code: CNRB0000352, Canara Bank, Main Branch, South Gandhi Maidan, Patna-800001.

A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders. Site can be inspected on all the working days during office hours. IWAI reserves the right to reject any or all the tender without assigning any reason thereof.

4. The firm may quote for work of indicated above and completed bids as per terms & Conditions mentioned in the tender document should be online submission at <https://eprocure.gov.in/eprocure/app> by 15:00 hrs upto 23.07.2018 and it will be opened on 24.07.2018 at 15.30 hrs.

5. **Estimated cost of the work and other details are as under:**

Sl. No.	Location of work	Description of works	Estimated Cost (In Rs.) including all taxes, ESI, EPF, Contractor profit & other statutory dues etc. excluding GST as applicable as per tender	EMD (In Rs.)	Bank Solvency required (In Rs. In Lakh)
1	River Gandak (NW-37) from Ganga Confluence to Bagha Bridge.	The work for supply/deployment of Technical Manpower, for monitoring and supervision of ongoing project on National waterway No.37 (River Gandak.) during August 2018 to March 2019	25,86,681.00	51,750.00	10.34

7. For special attention

All tenderers are cautioned that tenders containing any deviation whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive. The tender shall have to be submitted bid online in two bid format, the first part i.e. “Technical bid” should contain the scanned copy of entire tender document duly signed in all places, details of machineries, technical manpower, work schedule, and earnest money deposit only but not the price bid. Second part i.e. “ Financial bid” shall contain only the rates of the item of work as in schedule B this price bid (BOQ for supply /deployment of Technical Manpower, for monitoring and supervision of ongoing project on National waterway No.37 (River Gandak) during August 2018 to March 2019) as per format provided along with this tender. The bid shall be submitted in online separate covers super scribing as “technical bid” and “financial bid”.

8. Opening Of Tenders & Evaluation

- (a) Tenders shall be opened online by the tender evaluation committee at IWAI, Gaighat, Gulzarbagh, Patna-800007 at **15.30 hrs on 24.07.2018** in the presence of representative of the tenderers who choose to remain present.
- (b) After the online opening of the tenders, the first part i.e. Technical bid shall be evaluated by the Tender Evaluation Committee (TEC) as constituted by the Authority. The second part i.e. Price bid will be opened online by the same TEC only for those tenderers who become technically qualified after the evaluation of technical bid on a suitable date.
- (c) The tender shall be evaluated on the basis of only document submitted by the bidder online and no documents shall be considered from manual bids/offline bids.

9. TENDER VALIDITY PERIOD

The tender shall remain valid for a period not less than 90 days after the date of opening of tenders. Tenderer must read “Information & Instruction for Tenders” and be satisfied himself in respect to scope and the situation of works or any issue as related to the work as

considered necessary before the submission of the tenders.

10. The authority shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any other offer.
11. 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

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

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

- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) **Bidder should submit the Tender Fee/ EMD as specified in the tender. The original e-receipt should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the e-receipt should be uploaded as part of the offer, if asked for.**
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The details of the RTGS/NEFT any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 19) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 20) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 21) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
- 31) For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

E-mail: iwaiptn@rediffmail.com

Contact Telephone Numbers: - 0612-2310026

Contact person: Sh. A. K. Singh, Deputy Director

FORM OF TENDER

To,

The Director,
Inland Waterways Authority of India,
Gaighat, Gulzarbagh
Patna-800007, Bihar

Name of Work: The work of supply/deployment of Technical Manpower for monitoring and supervision of ongoing project on National waterway No.37 (River Gandak.) during August 2018 to March 2019.

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We hereby tender for execution of the works referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and Deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.
3. I am tendering for the works mentioned in the table below and submitting the EMD for the above work of NW-37 in the form of RTGS/NEFT in favour of “ **IWAI Fund Bond payable at Patna**” at any Nationalised / schedule bank as per the details given therein:

Sl. No.	Description of works	RTGS/NEFT No. & Date	UTR	EMD (Rs.)	Details of Bank (Name of Bank, Branch & address)
1	The work of supply/deployment of Technical Manpower for monitoring and supervision of ongoing project on National waterway No.37 (River Gandak) during August 2018 to March 2019.				

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 commence

the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public-Sector Undertaking.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.
11. I/ We certify that the information/documents submitted by me are true and correct. If any misleading/incorrect/false/fake/fraud information/documents are found submitted by me at any stage of evaluation of bid or after award of work/signing of agreement, my EMD/Security deposit shall be forfeited forcibly by IWAI.

Date

Signature

Name

Designation

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

M/s

Telephone Nos

FAX No.....

Witness :

Signature.....

Name :

Occupation

Address

Telephone nos.

WARRANTY FORM

M/s _____

_____ having its registered office at _____ (hereinafter referred to as the contractor) having carefully studied all the documents, specifications, designs, drawings etc pertaining to the contract for works required for the work for supply /deployment of Technical Manpower for monitoring and supervision of ongoing project on National waterway No.37 (River Gandak.) during August 2018 to March 2019 and the local and site conditions and having under taken to execute the said works:

DO HEREBY WARRANT THAT:

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

Date:

For and on behalf of the Contractor.

Signature :

Name : _____

Stamp : _____



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Government of India)
IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna- 800007
Tel (0612) 2310026, Fax (0612) 2310029
Email:-dirpat.iwai@nic.in

PART-I

INFORMATION AND INSTRUCTIONS FOR TENDERERS

Item Rate are invited through online bid from the resourceful, reputed and experienced Manpower supply Agencies for the work of supply of Technical manpower for execution, supervision and monitoring of various developmental activities and river conservancy works, Dredging works, Civil Engineering works, Cargo Services, Night works and other allied works along National Waterway-37 (River Gandak).

1. FOR SPECIAL ATTENTION

- (A) All tenderers are cautioned that tenders containing any deviations whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive.
- (B) TENDERER SHALL SUBMIT THE FOLLOWING: -
- a. Proof of experience and work done certificate for similar type work /manpower supply works to be submitted along with tender.
 - b. Proof of details of the organization, financial status, and available manpower at least the key personnel etc. to be submitted along with tender.
 - c. Proof of registration certificate of GST, ESI, EPF to be submitted along with tender.
 - d. Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum wages Act of the Government of India.
- (C) **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 Technical Manpower in National Waterway No. 37 (River Gandak) under RO Patna.

3.0 Estimated cost and EMD of works is as under:

Sl. No.	Location of the work	Item Details	Estimated cost including all taxes, EPF, contractor profit & other statutory dues etc. excluding GST as per tender (In Rs.)	EMD (In Rs.)
1.	River Gandak (NW-37) from Ganga Confluence to Bagha Bridge.	The work of supply/deployment of Technical Manpower for monitoring and supervision of ongoing project on National Waterway No. 37 (River Gandak) during August 2018 to March 2019	25,86,681.00	51,750.00

4.0 Tender should be submitted online in two covers as:-

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

Cover –1: The first cover shall be submitted along with the following documents for supply of Technical Manpower, etc. in National Waterway No. 37 (River Gandak) under RO Patna.

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

- a) Original Bid document duly filled in and completed in all respects except prices, signed with rubber seal on every page except Financial Bid as a proof of acceptance.
- b) Tender Acceptance letter (To be given on Company Letter Head)
- c) Blank Performa of schedule of prices (prices not to be filled).
- d) EMD and tender cost (RTGS/NEFT e- receipt as prescribed).
- e) Registration certificate of the Firm from concerned Authority.
- f) Valid registration certificate of GST, ESI, and EPF etc. from concerned Authority/Department.
- g) Experience certificate.
- h) Latest certificate of Bank Solvency from Nationalize /schedule bank as prescribed.
- 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 turnover, profit and loss account for the last 3 years.
- l) Cancelled cheque for E-Payment (As per annexure-II)
- m) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- n) The bidder declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public-Sector Undertaking (PSU).
- o) Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum wages Act of the Government of India.
- p) In addition to the above, the contractor is required to submit scanned copy of other document if any to full fill all the condition of the tender document and the same may be attached after thoroughly read/study failing which he will be treated as technically disqualified.

Cover-2: The second cover shall be submitted along with the following documents for Supply/ deployment of Technical Manpower in National Waterway No. 37 (River Gandak) under RO Patna.

- (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 (cover-2) will be a sufficient cause for rejection of bid.
- (iii) The bidder must ensure to quote the rate of each item of Bill of Quantities. If the bidder has omit/left some items then the rate of such items shall be treated as zero value.

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

- 6.0 Earnest Money Deposit separately for each item of work as indicated against item of work in the Notice inviting tender should be submitted by RTGS/NEFT in favour of “IWAI-FUND BOND” payable at **PATNA in the A/c No.0352101045139, IFSC Code: CNRB0000352, Canara Bank, Main Branch, South Gandhi Maidan, Patna-800001**. Bids not accompanied with EMD in form of RTGS/NEFT are liable for rejection. **However Micro, Small and Medium Enterprises (MSME)/NSIC or are registered with the Central Purchase Organization Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from depositing EMD and Tender Fee.**
- 7.0 In case the purchaser of the tender document decides not to quote for this work, then the complete set of bid document may kindly be returned to the IWAI.
- 8.0 The bids 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:
- (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.
 - (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.
 - (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.
 - (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.
 - (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished along with the Tender.

- (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.** 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/Performance Guarantee (PG) as per the clause of Security/PG shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit/PG 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 of successful bidder.
- 19.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 07 (seven) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.

20.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.

21.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.

22.0 **The successful tenderers shall be required to execute a contract agreement within stipulated time as given by EIC in the given format.** In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

23.0 **Suspension of Contractor**

The contractor is not eligible for award of any work whenever adverse report related to adverse performance, misbehaviour, direct and indirect involvement in threatening, making false complaint, filing legal suites for playful reasons, hampering tender process or execution of contract or any act, omission or commission etc. damaging the reputation of department / Officer or other type of complaint considered fit by Authority.

24. **Banned or Blacklisted Contractors**

The bidder shall give a declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).

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

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

The opening of tender shall be online at 15.30 hrs on 24.07.2018 and all required document described in tender may be submitted to Director, Inland Waterways Authority of India, Gaighat, P.O. - Gulzarbagh, Patna- 800007 in the office on or before 15.30 hrs. on 23.07.2018.

After opening of the tenders, the first part i.e. Technical bid will be evaluated by the Tender Evaluation Committee. The second part i.e. Financial bid will be opened on a suitable date by the committee for those tenderers who become technically qualified after the evaluation of technical bids.

26 **CONTRACT**

The successful tenderer shall be required to execute a contract agreement with Inland Waterways Authority of India (IWAI) in the format enclosed with tender document.

27. VALIDITY OF PRICES

The tenderer should quote the rate for various items of work in prescribed schedule. The rates quoted should be firm and should be kept valid for consideration for at least 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.

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

29. DETAILS OF OFFER

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

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

BID EVALUATION

MINIMUM QUALIFICATION CRITERIA

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria as stipulated in the table below. Not satisfying any of the qualification criteria will render the bid non-responsive.

Sl. No.	Parameter	Required Description	Supporting Document
1.	Average Annual Turnover	The Agency should have at least INR 2.00 Crore Average Annual Turnover during the last 3 preceding financial years ending 2016-17	Average Annual Turnover certificate duly certified by the CA Firm/ Statutory Auditor along with audited balance sheet for the last three preceding financial years and Income Tax return copies.
2.	Experience	Minimum experience of at least 3 years as on Bid Submission last date in providing satisfactory Manpower services to Central Ministries/ Departments, Statutory Bodies or Public Sector Undertakings and Banks.	List of Client Contracts & Completion Certificates.
3.	Personnel	At least 25 employees on its payroll on the date of submitting the tender, out of which minimum 20 (twenty) employees must have been deployed at a single client organization.	Copies of the work completion certificate.
4.	Bank Solvency	INR 10.34 Lakhs	Bank Solvency certificate from Nationalize /schedule bank as prescribed not more than six months old.

In case a Bidder fails to meet the above mentioned minimum qualification criteria, the further process for evaluation will not be carried out and such bids shall be treated as non-responsive.

TECHNICAL EVALUATION

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

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

Sl. No.	Attributes	Max. Marks	Evaluation		Marks Secured
1	Number of years of experience of providing similar Manpower Services	30	Up to 3 years	20	
			3 – 5 years	25	
			Above 5 years	30	
2.	Average Annual Turnover for financial years 1. 2014-15 2. 2015-16 3. 2016-17	25	Between Rs. 50 Lakhs to Rs. 1.00 Crore	15	
			Between Rs.1.00 Crore to Rs.3.00 Crore	20	
			Above Rs.3.00 Crore	25	
3	Solvency Certificate	5	i)80% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility or more In between (i) & (ii) – on pro-rata basis		
4	Experience in different organization for similar works on the basis of work done/Work completion certificate only (Work order or execution of agreement shall not be considered)	5	a) For 1 organization -80% marks b) For 2 to 3 Orgs. -90% marks. c) More than 3 Orgs -100% marks.		
5	Location of Branch Offices	5	Office situated at a) 1 city-80% marks b) 2 to 5 cities -90% marks. c) More than 5 cities -100% marks.		
6	Registered Office	5	Registered Office in a) Outside Bihar-80% b) Bihar -90% c) Patna-100%		
7	Number of Manpower on Rolls	20	Between 25-50	10	
			Between 50-100	15	
			Above 100	20	
8	All required document submitted as per tender.	5	Submission of all required document-100%		
	Total	100			

Note –Bidders are required to submit all required document as per tender of Part-I, item no-4 of “Information and Instruction for tenderers” for submission of bid. In case of non-submission of required complete set of documents, the technical bid of the bidder may be treated as technically not qualified and their financial bid shall not be opened and the Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing.

FINAL EVALUATION-

Price bids of only those bidders who obtain the minimum qualification marks prescribed above will be opened and evaluated for final award of the Tender. The work will be awarded to the bidder who quotes the lowest amount as per the Financial Bid format. However, in case of two or more bidders quoting the lowest amount (same), the bidder who is ranked higher in the technical bid evaluation amongst them will be awarded the work.

AWARD OF CONTRACT

The Employer shall issue a work order to the selected Bidder.

The Bidder will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract including submission of the requisite Security Deposit within stipulated time given by the EIC.

FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Security Deposit towards damages payable to the Employer for, inter alia, time, cost and effort of the Employer, including consideration and evaluation of such Bidder’s Proposal.

PART - II

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on thisday of20

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director, Inland Waterways Authority of India, Gaighat, Gulzarbagh, Patna-800007.

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

AND

.....
(Name and Address of the Individual/firm/Company)
through(Hereinafter referred to as the
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No : IWAI/PTN/17(63) /Tech Manpower/Gandak/2018-19) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “ the work of supply/deployment of Technical Manpower for monitoring and supervision of ongoing project on National waterway No.37(River Gandak.) during August 2018 to March 2019” hereinafter referred to as the “Contract”.

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have

the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 day's notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any

of its Subcontractors/ sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7: Other Provisions

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

Article 8: LEGAL AND PRIOR RIGHTS

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

Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :

PART-III

TERMS AND CONDITIONS FOR SUPPLY/DEPLOYMENT OF TECHNICAL MANPOWER FOR EXECUTION, SUPERVISION AND MONITORING OF DEVELOPMENTAL ACTIVITIES IN NATIONAL WATERWAY-37 (RIVER GANDAK)

1. INTRODUCTION: -

Inland Waterways Authority of India having office at Patna is responsible for planning, execution, development and management of National Waterways No.37 between Ganga Confluence to Bagha Bridge for the purpose of Shipping, Navigation and promotion of IWT in National Waterway No.-37 with a total length of approximately 285 KM. The NW- 37 has been declared as National Waterway w.e.f. 2016. 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 successful implementation of these activities depends on the proper supervision and monitoring of the same through qualified and experienced manpower. Due to the shortage of required technical manpower, Authority intends to engage the same on outsourcing basis from the reputed and resourceful Manpower Consultancy / Placement Organizations on contract basis during August 2018 to March 2019 for a period of 9 (nine) months initially **which is extendable further as per requirement as per clause no. 31.4.** Therefore, the scope of the work shall be to supply the qualified & experienced technical personnel etc as details in clause No. 31.1

2. INFORMATION AND INSTRUCTIONS FOR TENDERERS

GENERAL

- 2.1 The Tender shall be submitted in the prescribed form and the same shall be signed in all pages and in all copies properly as laid down hereunder:
- (a) If the tender is submitted by an individual or a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (b) 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 [s] or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A Certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tenders.

- (c) If the tender is submitted by a limited company or 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.

2.2 Earnest money shall be in favour of “IWAI FUND BOND” in the A/c No.0352101045139, IFSC Code: CNRB0000352, Canara Bank, Main Branch, South Gandhi Maidan, Patna-800001

- (a) The Earnest Money Deposit (EMD) shall be refunded to the unsuccessful tenderer.
- (b) Interest shall not be paid on Earnest Money Deposit.
- (c) In the case of successful tenderer, the EMD shall be forfeited on the following grounds:

If the tenderer fails to sign the contract in accordance with Clause 3 of conditions of contract on receipt of award of work.

OR

If the tenderer fails to furnish the security deposit in accordance with conditions of contract.

2.3 The tenderer shall not be entitled during the period of validity of their offer, without the written consent of the Authority to revoke or withdraw their tender or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.

2.4 The original tender document duly signed in every page by authorized signatory shall be returned with the offer.

3. CONTRACT

The successful party shall be required to execute a contract agreement with Inland Waterways Authority of India (IWAI), in the format as enclosed after the deposit of the Security Deposit (SD) as in Clause No. 8.

4. VALIDITY OF RATE

The interested parties shall quote the rates for various categories of personnel in the prescribed Schedule – B in online. The rates quoted shall be firm and shall be kept valid for consideration for at least 90 days from the date of closing of the offer.

5. 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 thereof 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- 80000 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.

6. INTERPRETATIONS:

- 6.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.
- 6.2 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.

7. 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.

8. SECURITY DEPOSIT FOR PERFORMANCE

- 8.1. 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 fulfilment of the contract, such sum as will amount to 10 % of the contract value within 15 days from the date of issue of work order. The Security amount will be accepted only in the form of RTGS/NEFT on any Nationalized Bank or Scheduled Bank of India, in favour of IWAI FUND BOND, 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 15 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.
- 8.2 No claim shall be lie against the Authority either in respect of interest or any depreciation in value of any security.
- 8.3 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.
- 8.4 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.

- 8.5 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.

9. 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 –27, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor. The contractor has also given in writing that they have no dues with IWAI except security deposit amount against this contract/agreement.

10. 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.

11. CONTRACT DOCUMENTS

- 11.1 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".
- 11.2 The Contractor shall be furnished free of charge two certified true copies of the contract documents.
- 11.3 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.
- 11.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

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

- 12.1 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.

- 12.2 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.
- 12.3 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.

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

14. 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.

15 CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor.

16 INSTRUCTIONS AND NOTICE

- 16.1 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.

- 16.2. 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.
- 16.3. 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.

17 LAWS GOVERNING THE CONTRACT

The Courts at Noida/ New Delhi only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

18 LABOUR

- a) 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.
- (b) 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.
- 18.1 The Contractor shall pay to labourer employed by him either directly or through sub-contractor's wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.

- 18.2 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) The list is indicative only, otherwise the contractor should be aware of all the Acts/Labour Laws and should follow diligently on the work. The contractor shall be fully and personally responsible for the violation of any Act/Labour Law
 - xi) And all other laws applicable as per Govt. rule.
- 18.3 The Contract 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.
- 18.4 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-fulfilment of the conditions of the Contract for the benefit of Workers, non-payment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non-observance of the said Act and Rules framed hereunder with amendments made from time to time.
- 18.5 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-18.2 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-18.2 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 18.2 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 18.2 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.
- 18.6 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 18.2 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.
- 18.7 **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 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.**
- 18.8 **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.**
- 18.9 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 Acts/Rules referred in clause 25.4 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 18.2 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 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 fulfilment of the said decree, award or orders.

- 18.10 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.
- 18.11 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.
- 18.12 The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.
- 18.13 The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

19. 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.

20 SUSPENSION OF WORKS

- 20.1 The contractor shall on the receipt of order of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary.
- 20.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:
- (a) On account of any default on the part of the contractor or
 - (b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
 - (c) For the safety of the works or part thereof.
- 20.3 The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- 20.4 If the suspension is ordered for the reasons under the Clause 20.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part

21. 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.

22. 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 carry out 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 - 15 hereof and the same action will be taken and the same consequences shall ensue as provided for in the said clause – 16.

23. CONTRACTORS SUPERVISION

- 23.1 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.
- 23.2 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.

CLAUSE - 24: SETTLEMENT OF DISPUTES & ARBITRATION.

- 24.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.

- (ii) If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator on prescribed proforma as per Appendix V, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- 24.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 24.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.
- 24.3 Further, within thirty (30) days of receipt of such notice from either party, the Engineer-in-Charge of work at the time of such dispute shall send to the Contractor a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India. Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 24.4 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman IWAI shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 24.5 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 24.6 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 24.7 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

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

NOTE: In 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 dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish 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.

CLAUSE - 25 : CLAIMS

- 25.1 The contractor shall send to the Engineer-in-Charge once in every month on account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself entitled and of all extra work or additional work ordered in writing and which has been executed during proceeding month.

26. LIQUIDATED DAMAGE

If the contractor fails to complete the work on or before the date of completion as per the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages at the rate of @1.5 % per month (delay of work to be computed on per day basis) on the total value of the order subject to maximum of 10%.

27 COMPLETION CERTIFICATE AND COMPLETION PLANS

27.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and under the terms and conditions of the contract. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge issue to the Contractor a certificate of completion indicating the date of completion subject to the following-:

- a) If any individual deployed staff given in writing that he has dues with the Contractor/Agency/Firm and ESI, EPF as applicable has not done upto date then no certificate of completion shall be issued to the contractor and Security deposit amount will not be refunded.

28. PAYMENT ON ACCOUNT

28.1 Interim bill shall be submitted by the contractor monthly on or before 5th of every month for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the man days recorded in the attendance register. If any manpower absent from duty in any month then his payment will always consider proportionately as 30 days month only.

28.2 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.

28.3 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.

28.4 Payment dues to contractor shall be made by e-payment by the Engineer -In Charge as per annex-II (Details of bank account for release of payment through electronic fund transfer **system**) provided by the contractor duly filled up.

28.5 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.

28.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.

28.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

28.8 **The contractor shall show the GST component as applicable separately in the bill/invoice.**

- 28.9 The prices shall include all the taxes, levies, octroi, royalty, excise, work contract tax, labour cess, ESI, EPF, profit for service provider, etc or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities except GST on all materials that the contractor has to purchase for the performance of the contract and services, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard.
- 28.10 The contractor shall be enclosed proof of payment and EPF & ESI contribution (as applicable) of preceding month made by him to the statutory authorities to be enclosed with bill for making him eligible for payment of his monthly bill.

29. OVER PAYMENTS AND UNDER PAYMENTS

- 29.1 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.
- 29.2 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 - 26 of this contract ad notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 29.3 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.
- 29.4 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.
- 29.5 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 - 26 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.

30. RISK OF LOSS DAMAGE TO THE AUTHORITY PROPERTY

- 30.1 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.
- 30.2 All such property shall be deemed to be in good condition when received by the contractor unless he shall have within seven days of the receipt of notified the chairman to the contract. If the contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent days.
- 30.3 The contractor shall set up all such property in good condition. The contractor shall be liable for loss or damage to such property in the possession of or under the control of the contractor, his employee or agent and responsible for the full value there of to be assessed by the chairman on behalf of authority whose decision shall be final and binding the contractor.

31. MANPOWER

31.1 Scope of Work: -

- (a) The contractor shall provide the technical personnel in required numbers for execution, supervision and maintenance of the various departmental schemes in NW-I, the scope of the work shall be as follows: -
- Monitor and supervise conservancy works viz. channel marking, dredging, river training works, construction of terminals, acquisition of crafts and repair & maintenance of the craft, night navigation work, DGPS station work etc.
 - Ensure fool-proof execution and certification mechanism for all the works.
 - Supervision/maintenance of terminals at various identified locations and carry out terminal management works for facilitating loading/unloading of cargo.
 - Operate the vessel fleet consisting of dredgers, tugs, survey vessels and Cargo (dumping barges) vessels.
 - To co-ordinate with IWT Shippers, IWT operators etc. for cargo movement.

The contractor shall provide the Technical manpower, river pilots, etc to this office on the basis of their experience to this Authority as per requirement of IWAI for operation, maintenance and monitoring of various developmental works under Patna regional office on NW-37. In case of occurrence of any theft / robbery / loss / damaged to the property of IWAI where manpower is provided by the contractor, the same will be recovered from its

RA bills / security deposit of the contractor.

- Ensure foolproof execution and certification mechanism for all the works.

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

- (b) The minimum qualification, essential / desirable experience for each personnel to be engaged on contract basis shall be as follows: -

Sl. No.	Name & No. of posts	No. of Posts	Qualification & Experience
1.	TeamLeader/Assistant Director	1	Degree in Civil/Marine/Mechanical Engg. and minimum 03 year work experience in civil constructional works / dredging works / river conservancy etc. or Diploma in Civil / Mechanical /Marine Engineering / Naval Architecture from a recognized institute viz 8 years' experience in an organization for carrying out works in the relevant field.. <u>Desirable:</u> Experience shall be in the river conservancy / civil construction / dredging works etc.
2.	Technical Assistant	2	Degree in Civil/Marine/Mechanical Engg. and minimum 01 year work experience in civil constructional works / dredging works / river conservancy etc. or Diploma in Civil / Mechanical /Marine Engineering / Naval Architecture from a recognized institute viz 3 years' experience in an organization for carrying out works in the relevant field.. <u>Desirable:</u> Experience shall be in the river conservancy / civil construction / dredging works etc.
3.	Junior Hydro graphic Surveyor /Account Personnel (on need basis)	2	Minimum Diploma in Civil Engg. having 3 years experience in Hydro-graphic / land Survey. or SR I / II of the Indian Navy having 7 years experience in Hydrograph and navigation. For Account Personnel : B.com / M.com with a minimum of two year experience in Accounts & can work on Tally. He / She should be between 21 years to 35 years of age <u>Desirable :</u> Experience shall be in the knowledge of computer software/hardware etc. with shorthand
4.	Field Assistant	2	Matriculations pass with ITI Certificate in survey and Draftsmanship and One Year survey experience including Hydrographic Survey in a reputed organization and Knowledge of swimming.

5.	Data Entry Operator	1	Skilled Graduate level with minimum typing speed of 40 words per minute in English & minimum of two year experience). <u>Desirable:</u> Experience shall be in the knowledge of computer software /hardware etc. with shorthand.
6.	MTS	1	10th Class pass Multi-Tasking Staff (MTS), semi-skilled and free from any police case.

31.2 The Contractor shall obtain labour License / Registration under Contract Labour Act against this work order and submit to this office within 21 days from issue of work order.

31.3 The Payment to staff shall be paid on or before 10th of every calendar month.

31.4 Extension of the period of contract: Subject to the satisfactory performance of the service provider, to be judged by IWAI, this contract may be extended further upon mutually acceptable terms and conditions.

32. Contractor should mobilize the manpower within 10 days from the date of the issue of work order otherwise delay for deployment/supply of manpower; the LD will be applicable as per clause no-26.

33. THE DUTIES AND RESPONSIBILITIES

33.1 (a) The duty and responsibilities

The supply of Manpower shall be initially for a period of 08 months. The personnel engaged would be liable to be posted at the work site between Ganga Confluence to Bagha bridge along NW-37 as per the direction of E-I-C. They may also be posted in sub- offices under regional office of IWAI, Patna.

(b) The firm selected for supply of Manpower shall be responsible to pay **Minimum wages /salary per months as mentioned in Part-IV, (Financial bid) at column -4 of Schedule–A** and other statutory dues if any towards the manpower supplied to the Authority and shall quote their rates accordingly. The personnel engaged shall have to make their own arrangement at the work site/office for the required transportation, lodging, boarding facilities, etc and Authority will not be responsible for the same. The Authority has no liabilities in respect of statutory dues, as per labour Act/Law applicable etc. The EPF & ESI contribution as applicable shall be borne by the employee of his share. Employer (outsourced agency) shall deduct from the salary of employee as mentioned at column -4 of Schedule –A and same shall be deposited in concerned department by the Employer along with Employer contribution as applicable.

(c) IWAI shall pay monthly bills within 30 days presenting the same by the supplier based on deployment / attendance of their manpower during previous month, duly certified by representative of EIC.

- (d) The rates for each category of personnel quoted shall be the monthly rates. However, for any period of absence from duty, the amount shall be proportionately reduced (based on 30 days a month).
 - (e) Those who will be posted in office and working hours shall be 8 hours per day for 6 days a week as normally followed in Authority. The manpower supplied shall be having same closed holidays (Gazetted) as admissible/applicable to employees of IWAI. However if emergency requirement for RC work is there the incumbent should not deny the utilization. But those who will be posted in vessel/crafts will follow as per marine rule/ Vessel IV Act.
 - (f) The contractor shall indemnify against any loss of life / injuries to their personnel arising out of their negligence or natural causes.
- 33.2 The personnel shall be deployed under overall control of the Director, IWAI, Patna and the personnel shall be required to report for duty at Regional office of IWAI at Patna as the case may be for further deployment.
- 33.3 The contractor shall remove any person, if the Director finds him unsuitable and replace him with suitable substitute within 10 days of written intimation in that regard by the Director.
- 33.4 Engagement with IWAI shall not confer any right on any individual for preference in employment in IWAI or for his continuation in subsequent years.
- 33.5 Only the experienced and qualified personnel after consulting the Director, IWAI shall be deployed for all categories of personnel having the valid degree/diploma certificates issued by the recognized University/Institution and same shall be produced in original at IWAI office for each personnel offered by the Contractor for verification.
- 33.6 No advance payment shall be admissible. Running a/c shall be payable monthly on submission of the bill by the contractor, duly certified by the Site-in-Charge/Office-in-Charge etc.
- 33.7 IWAI reserve the right to terminate the contract of manpower supply any time before expiry of the stipulated contract period by issue of one month's 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 manpower before expiry of contract period he will have to give one-month notice, failure to do so will result in forfeiture of deposited security amount.

PART- IV
(FINANCIAL BID)

SCHEDULE –A

MINIMUM SALARY/WAGES TO BE PAID FOR SUPPLY/DEPLOYMENT OF MANPOWER ON CONTRACT BASIS FOR NW-37 (RIVER GANDAK) DURING AUGUST 2018 TO MARCH 2019.

Sl. No.	Name of the post	No. of person required	Minimum salary /wages to be paid per month per person (in Rs.)	Remarks
(1)	(2)	(3)	(4)	(5)
1	Team Leader/Asst Director	1	58905.00	
2	Technical Assistant	2	37170.00	
3	Junior Hydro Graphic Surveyor/Account Personnel (on need basis)	2	37170.00	
4	Field Assistant	2	21887.00	
5	Data Entry Operator/LDC	1	22785.00	
6	MTS (Attendent)	1	19797.00	
	Total	9		

Note-

- a. Payment to staff shall be paid on or before 10th of every calendar month.
- b. The contractor shall enclose proof of payment, EPF & ESI contribution (as applicable) of preceding month made by him to the statutory authorities to be enclosed with bill for making him eligible for payment of his monthly bill.
- c. An employer (outsourced agency) is liable to pay his contribution in respect of every employee and deduct employee's contribution from salary/wages bill and shall pay these contributions as applicable to the Corporation.
- d. **Travelling Allowance and Dearness allowance of staff shall be reimbursed separately on production of bills with supporting documents.**
- e. **The no. of person and place of posting are indicative, same will be increase or decrease based on work requirement.**

(BILL OF QUANTITY FOR ONLINE BID)

SCHEDULE –B

**BILL OF QUANTITY FOR SUPPLY OF MANPOWER ON CONTRACT BASIS TO
IWAI, PATNA ON NW-37 (RIVER GANGA) DURING AUGUST 2018 TO MARCH 2019.**

Sl. No.	Name of the post	No. or Qty.	Unit	Details amount to quote	Total amount (in Rs.)
(1)	(2)	(3)		(4)	(5)
1.0	Bidders to quote the salary to be paid per month as per tender from 1.01 to 1.06			To quote Minimum salary/wages to be paid per month per person (in Rs.)	
1.01	Team Leader/Asst Director	8	Man Month		
1.02	Technical Assistant	16	-do-		
1.03	Junior Hydro Graphic Surveyor/Account Personnel (on need basis)	16	-do-		
1.04	Field Assistant	16	-do-		
1.05	Data Entry Operator/LDC	8	-do-		
1.06	MTS (Attendent)	8	-do-		
2.00	Bidders to quote the EPF, amount as per rule/tender from item 2.01 to 2.06			To quote EPF per rule/tender (in Rs.)	
2.01	Team Leader/Asst Director	8	Man Month		
2.02	Technical Assistant	16	-do-		

2.03	Junior Hydro Graphic Surveyor/Account Personnel (on need basis)	16	-do-		
2.04	Field Assistant	16	-do-		
2.05	Data Entry Operator/LDC	8	-do-		
2.06	MTS (Attendent)	8	-do-		
3.00	Bidders to quote the ESI as per rule/tender from item 3.01 to 3.06			To quote ESI as per rule/tender (in Rs.)	
3.01	Team Leader/Asst Director	8	Man Month		
3.02	Technical Assistant	16	-do-		
3.03	Junior Hydro Graphic Surveyor/Account Personnel (on need basis)	16	-do-		
3.04	Field Assistant	16	-do-		
3.05	Data Entry Operator/LDC	8	-do-		
3.06	MTS (Attendent)	8	-do-		
4.00	Bidders to quote the charges for service provider amount as per rule/tender from item 4.01 to 4.06			To quote service charges as per rule/tender (in Rs.)	
4.01	Team Leader/Asst Director	8	Man Month		
4.02	Technical Assistant	16	-do-		
4.03	Junior Hydro Graphic Surveyor/Account	16	-do-		

	Personnel (on need basis)				
4.04	Field Assistant	16	-do-		
4.05	Data Entry Operator/LDC	8	-do-		
4.06	MTS (Attendent)	8	-do-		

PART –V ANNEX

AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works_____WHEREAS
the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished_____as security for the due fulfilment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

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

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

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC
FUND TRANSFER SYSTEM
(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD)**

NAME OF THE PROJECT: _____

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:

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

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

Name of the Bank : _____

Address of the Branch of the Bank : _____

Branch code : _____

Account Type : _____
(Saving/Current/Others)

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Date:

Signature of Authorized Signatory

BANK CERTIFICATION:

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

Date:

Authorized Signatory

Authorization

No. _____

Name: _____

Official Seal/Stamp

**Notice for appointment of Arbitrator
[Refer Clause 24]**

To,
The Chairman, IWAI
.....
.....

Dear Sir,

In terms of clause 24 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputed mentioned below:

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

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

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

1. Statement of claims with amount of claims
- 2.
- 3.
- 4.

Yours faithfully

(Signatures)

Copy in duplicate to:

1. The Regional Director, IWAI

AVERAGE ANNUAL TURNOVER (FORMAT)

Sl. No.	Financial Years	Average Annual Turnover (INR) in Last Three Years
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note: This form has to be submitted on the letter head of the Statutory Auditor / Chartered Accountant