



TENDER DOCUMENT

FOR

HIRING OF MECHANISED BOAT IN GOOD WORKING CONDITION INCLUDING OF FUEL AND LUBRICANTS WITH ONE BOATMEN, ONE LASKAR AND ONE COOK REQUIRED FOR HYDROGRAPHIC SURVEY AND OTHER DEVELOPMENTAL ACTIVITIES OF RIVER GANDAK (NW-37) DURING AUG'18 TO MAR'19.



Tender No: IWAI-P-SUR(69) RIVER GANDAK /BH/2018-19

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of 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>

CHECK LIST

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

- a) Tender Acceptance letter (To be given on Company Letter Head)
- b) EMD and tender cost deposited by RTGS/NEFT as prescribed.
- c) Registration certificate of the Firm with concerned Authority.
- d) Valid registration certificate of GST etc. from concerned Authority/Department.
- e) Experience certificate.
- f) Bank Solvency Certificate from Nationalized /Scheduled bank not more than six month old.
- g) Letter of Authority for signing and negotiation of tender (as the case may be).
- h) Permanent Account Number (PAN) issued by Income Tax Department.
- i) Audited balance sheets along with Chartered accountant certificate indicating turnover, profit and loss account for the last 3 years.
- j) Bank details along with Cancelled cheque for E-Payment (As per annexure-II)
- k) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- l) The bidder declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
- m) Boat registration with concerned Authority .
- n) Ownership details of Boat.
- o) In addition to the above, the contractor is required to submit scanned copy of other document if any to full fill all the condition of the tender document and the same may be attached after thoroughly read/study failing which he will be treated as technically disqualified.



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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-P-SUR(69) GANDAK /BH/2018-19

Name of Tender/Work: - Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen, one Laskar and one Cook required for hydrographic survey and other developmental activities & in river Gandak (NW-37) during Aug'18 to Mar'19.

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-P-SUR(69) GANDAK /BH/2018-19

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced, reputed agencies for the work of Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for hydrographic survey and other developmental activities in river Gandak (NW-37) during Aug'18 to Mar'19. Details and Tender document can be downloaded from 11.08.2018 to 23.08.2018 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 23.08.2018 up to 15.00hrs and date of opening of tender is on 24.08.2018 at 15.30hrs. Submission of online bids will be through <https://eprocure.gov.in/e-procure/app>.

Date: 10.08.2018

Director



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Gaighat, P.O.- Gulzarbagh, Patna – 80000

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-P-SUR(69) GANDAK /BH/2018-19

1. IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experience reputed Agencies for the work of HIRING OF MECHANISED BOAT IN GOOD WORKING CONDITION INCLUDING OF FUEL AND LUBRICANTS WITH ONE BOATMEN , ONE LASKAR AND ONE COOK REQUIRED FOR HYDROGRAPHIC SURVEY AND OTHER DEVELOPMENTAL ACTIVITIES OF RIVER GANDAK (NW-37) DURING AUG'18 TO MAR'19.. 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	Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for Hydrographic survey & other developmental activities in river Gandak (NW-37) during Aug'18 to Mar'19.
Date of Publishing	11.08.2018
Document Download Start Date & Time	11.08.2018 15:00 Hrs
Pre-Bid Date & Time	Nil
Bid Submission start Date & Time	11.08.2018 16:00 Hrs
Bid Closing/Document Download End Date & Time	23.08.2018 15:00 Hrs
Bid Opening Date & Time	24.08.2018 15:30 Hrs
Estimated Cost includes all rates, taxes, levied, mob/demob, repairing & maintenance, contractor profit GST etc.	Rs.17.28 lacs
Tender Fee (Rs)	1,000/-plus GST @ 18% = 1,180
EMD (Rs)	35,000/-

2. Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/e-procure/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 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 80% of the cost.
 - (a) Three similar works costing not less than 40% of the estimated cost; **or**
 - (b) Two similar works costing not less than 50% of the estimated cost; **or**
 - (c) One similar work completed not less than 80% of the estimated cost
- iii. Bank solvency Certificate not more than six month old from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the required value.
- iv. The tenderer shall submit required Earnest Money Deposit in the form of RTGS/NEFT only payable in favour of “**IWAI Bond Fund**” in the A/c No. **0352101045139**, **IFSC Code: CNRB0000352**, Canara Bank, Main Branch, South Gandhi Maidan, Patna-800001. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause 6 shall be deemed to be rejected.

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 is not enclosed along with the e-bid, the bid is liable for rejection.
- v. The firm should not have incurred loss for more than 2 years during preceding three years ending 31st March.
- vi. The firm should have valid Permanent Account Number (PAN).

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 Rs /- (Rupees One thousand only) plus GST @18 % i.e. an amount equal to the cost of tender document along with tender in the form of RTGS/NEFT.

A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

5. The firm may quote for work of indicated above and completed bids as per terms & Conditions mentioned in the tender document should be online submission at <https://eprocure.gov.in/eprocure/app> by 1500 hrs up to 23.08.2018 and it will be opened on 24.08.2018 at 15.30 hrs.

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

Sl. No.	Location of work	Description of works	Estimated Cost includes all taxes, contractor profit, Delivery at IWAI and other statutory dues etc. including GST as per tender	EMD (in Rs.)	Bank solvency required (in Rs. Lakh)
1	Inland Waterways Authority of India, Gaighat, Patna -800007	Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for survey in river Gandak (NW-37) during Aug'18 to Mar'19.	Rs. 17,28,994/-	35,000/-	6,92,000/-

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 formats, the first part i.e.” Technical bid” should contain the scanned copy of entire tender document duly signed in all places, details of machineries (if necessary), 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 the price bid (BOQ Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for Hydrographic survey & other developmental activities in river Gandak (NW-37) during Aug'18 to Mar'19.)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. Earnest Money Deposit (EMD) and tender cost must accompany each tender and tender not accompanied by the EMD and tender cost shall be rejected as NON-RESPONSIVE. The EMD and tender cost for an amount as specified above shall be submitted in the technical bid.

However, In respect of Clause No. 4 (v) and 8 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 for relevant work from depositing EMD and Tender Fee.

9. Opening of Tenders & Evaluation

- (a) Tenders shall be opened online by the tender evaluation committee at IWAI, Gaighat, Gulzarbagh, Patna-7 at 24.08.2018 on 15:30 Hrs 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.

10. 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.

- 11. 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.
- 12. The technical bid shall be opened on 24.08.2018 at 15.30 hrs in the presence of intending bidders.
- 13. 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 enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-procurement 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/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, 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 e-Token/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my favourites” folder.
- 11) From my favourites 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 consider 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. 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 for relevant work from depositing EMD and Tender Fee.**
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to 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.
- 19) 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.
- 20) 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 openers 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 128bit 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:

Contact person: R.C. Pandey, AHS
Contact Telephone Numbers: - +91-9454294427

FORM OF TENDER

To,

THE DIRECTOR,
INLAND WATERWAYS AUTHORITY OF INDIA,
GAIGHAT, GULZARBAGH
PATNA-800007, BIHAR

Name of Work: HIRING OF MECHANISED BOAT IN GOOD WORKING CONDITION INCLUDING OF FUEL AND LUBRICANTS WITH ONE BOATMEN , ONE LASKAR AND ONE COOK REQUIRED FOR SURVEY IN RIVER GANDAK (NW-37) DURING AUG'18 TO MAR'19.

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 IWAI in the form of RTGS/NEFT in favour of of **“IWAI Bond Fund” payable at Patna** at any Nationalised / schedule bank as per the details given therein:

Sl. No.	Description of works	RTGS UTR No. & Date	EMD (Rs.)	Details of Bank (Name of Bank, Branch & address)
1	Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for Hydrographic survey & other developmental activities in river Gandak (NW-37) during Aug'18 to Mar'19.			

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 full fill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.
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 Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for hydrographic survey and other developmental activities & in river Gandak (NW-37) during Aug'18 to Mar'19. 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)
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 Agencies for the Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for hydrographic survey and other developmental activities & in river Gandak (NW-37) during Aug'18 to Mar'19.

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 of work, to be submitted along with tender.
 - b. Proof of details of the organization, financial status, and availability, at least the key personnel etc to be submitted along with tender.
 - c. Proof of registration certificate of GST, to be submitted along with tender.

(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 "Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen, one Laskar and one Cook required for hydrographic survey and other developmental activities & in river Gandak (NW-37) during Aug'18 to Mar'19.

3.0 Estimated cost and EMD of works is as under:

Sl. No.	Location of the work	Item Details	Estimated Cost includes all taxes, contractor profit, Delivery at IWAI/IWAI and other statutory dues etc. including GST as per tender	EMD (In Rs.)
1.	Inland Waterways Authority of India, Gaighat, Patna -800007	Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for Hydrographic survey& other developmental activities in river Gandak (NW-37) during Aug'18 to Mar'19.	Rs. 17.28 lakhs	35,000/-

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 Mechanized boat at IWAI under RO Patna.

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

- a) Tender Acceptance letter (To be given on Company Letter Head)
- b) Blank Performa of schedule of prices (prices not to be filled).
- c) EMD and tender cost (RTGS/NEFT e- receipt as prescribed).
- d) Registration certificate of the Firm from concerned Authority.
- e) Valid registration certificate of GST etc. From concerned Authority/Department.
- f) Experience certificate.
- g) Latest certificate of Bank Solvency from Nationalize /schedule bank as prescribed.
- h) 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 Chartered Accountant certificate indicating turnover,
- l) Bankers details alongwith Cancelled cheque for E-Payment (As per annexure-II)
- m) Boat registration with concerned Authority .
- n) Ownership details of Boat.
- o) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- p) The bidder declaration that they have not been banned or black-listed by any Govt. Or Quasi Govt. Agency or Public-Sector Undertaking (PSU).
- q) In addition to the above, the contractor is required to submit scanned copy of other document if any to full fill all the condition of the tender document and the same may be attached after thoroughly read/study failing which he will be treated as technically disqualified.

Envelope-2: The second cover shall be submitted along with the following documents for Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen, one Laskar and one Cook required for survey in river Gandak (NW-37) during Aug'18 to Mar'19.

- (i) Schedule of Prices duly filled in the specified form, i.e. "Schedule of Quantities"
 - (ii) It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid (envelope-2) will be a sufficient cause for rejection of bid.
 - (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 in favour of "IWAI Bond Fund" payable at PATNA on any Nationalized / Scheduled Bank of India for each stretch. Bids not accompanied with EMD in form of RTGS are liable for rejection.
- 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 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. The Tenderer shall also submit the hard copies of Tender in two sealed covers (apart from online copy) marked "Cover-1" and "Cover-2". They shall be complete and free from ambiguity, change or inter-relation.** 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. IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.

- 20.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.
- 21.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.
- 22.0 The successful tenderers shall be required to execute a contract agreement in the given format within 10 days after the issue of work order. 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 Contract**

As per clause no 23.2 & 23.3 of CPWD Enlistment rule -2005 modified up to 07.10.2013 suspension of Contract and removed from the list and are 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. **BID EVALUATION**

Tenders shall be opened online by the tender evaluation committee at IWAI, Gaighat, Gulzarbagh, Patna-7 at 24.08.2018 on 15:30 Hrs in the presence of representative of the tenderers who choose to remain present.

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.

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.

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 there to as required by the IWAI and not to make any modifications in its terms and conditions.

Even after award of contract and subsequent execution of agreement any information/facts/documents submitted by you 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.
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PART – I

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director, Inland Waterways Authority of India, 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-P-SUR(69) GANDAK /BH/2018-19) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen , one Laskar and one Cook required for hydrographic survey and other developmental activities & in river Gandak (NW-37) during Aug’18 to Mar’19.” 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.

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.

- b) 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.
 - c) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - d) 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 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 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:

.....
(signature, name and address)

.....
(signature, name and address)

Place:

Date :

PART-III

TERMS AND CONDITIONS FOR HIRING OF MECHANISED BOAT IN GOOD WORKING CONDITION INCLUDING OF FUEL AND LUBRICANTS WITH ONE BOATMEN , ONE LASKAR AND ONE COOK REQUIRED FOR SURVEY IN RIVER GANDAK (NW-37) DURING AUG'18 TO MAR'19.

1. INTRODUCTION: -

a. Inland Waterways Authority of India (IWAI) is a statutory body set up in 1986 under the Ministry of Surface Transport, Govt. Of India. The Authority is entrusted with development, maintenance and management of National Waterways for shipping and navigation. National Inland Navigational Institute (IWAI, PATNA) was setup 2004 by IWAI to provide trained and experienced manpower for efficient management, operation and maintenance of inland vessels of inland water transport sector.

b. It is proposed to undertake the development works for IWAI, IWAI through an agency appointed on open tender basis. Due to requirement Mechanized boat Authority intends to invite the registered suppliers or vendors to supply Mechanized boat at IWAI.

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 here under:

- (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 “Inland Waterways Authority of India, Bond Fund” in the in the form of RTGS /NEFT on any Nationalized Bank or Scheduled bank of India payable at PATNA.
- (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.
- 2.5 The firm shall not, without the Authority’s prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.6 The Firm shall not, without the Authority’s prior written consent make use of any document or information specified in Clause 2.5 above except for purposes of performing the contract. Any document other than the contract itself, specified in clause above, shall remain the property of the Authority and shall be returned (in all copies) on completion of the Firm’s performance under the contract if so required.
- 2.7 CHANGE ORDERS
- 2.7.1 The Authority may at any time, by written notice to the firm make changes within the general scope or the Contract.

2.7.2 Upon notification by the Authority of such change, the firm shall submit to the Authority an estimate of costs for the proposed change (hereinafter referred to as the change or changes), including any change in the schedule of payments, within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the change if applicable.

2.7.3 The firm shall not perform changes in accordance with clause 2.7.1 above until the Authority has authorised a change order in writing on the basis of the estimate provided by the Firm as described in Clause 2.7.2 above.

2.7.4 Adjustments in the contract price authorised by a change pursuant to clause 2.7.3 are not subject to renegotiation, and such adjustments shall be deemed to include any cumulative effect of this and previously authorised changes.

2.7.5 Changes mutually agreed upon as a change shall constitute a part of the supply under this contract and the provisions and conditions of the contract shall apply to said change.

2.8 CONTRACT AMENDMENTS:

2.8.1 Subject to clause 2.7, no variation in or modification of the conditions and terms of the contract shall be made except by written amendment signed by the firm & IWAI.

2.9 SUBCONTRACTS:

2.9.1 The firm shall not subcontract all or any part of the contract.

2.10 INSPECTION AND TESTS

2.10.1 The inspection & tests of the work shall be carried out in the presence of both parties as mentioned in the supply order.

2.10.2 If any inspected or tested work fail to conform to the specifications, the Authority may reject them, and the firm shall either replace the rejected work or make all alterations necessary to meet the requirements of the specifications, free of cost to the Authority.

2.10.3 The Authority's right to inspect test and, where necessary, reject the work after the commencement of work at the site shall in no way be limited or waived by reason of the work having previously been inspected, tested and passed by the Authority.

2.10.4 Nothing in this clause 2.10 shall in any way release the firm from any warranty or other obligations under the contract.

2.11 PATENT RIGHTS

2.11.1 The firm shall copyright; indemnify and hold the Authority harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the software or any part thereof.

2.12 INDEMNITY

2.12.1 The firm and the Authority shall indemnify /hold harmless each other from and against such claims and liabilities as provided in the special condition of contract.

2.12.2 Notwithstanding anything in this contract to the contrary, it is agreed that neither the firm nor the Authority shall be held liable to the other party for loss of profit, loss of use or any other indirect or consequential damage.

2.13 ACCEPTANCE

2.13.1 Upon completion of the initial work & commencement in all respect, the concerned official assess the work carried out.

2.14 TRANSFER OF TITLE

2.15 MAINTENANCE & ADMINISTRATION

2.15.1 The firm shall warrant to the Authority that the items supplied under the contract will comply strictly with the contract.

2.15.2 This MAINTENACE shall remain valid for as per warranty details given in Tender Specification and Compliance statement for work from the final acceptance unless specified otherwise in the special conditions of contract.

2.15.3 The Authority shall promptly notify the firm in writing of problems arising during the maintenance.

2.15.4 Upon receipt of such notice, the firm shall promptly resolve the issues at ultimate destination.

2.15.5 Without prejudice to clause 2.15.3 and 2.15.4 the firm shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 2.15.3 and 2.15.4 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.

2.15.7 If the firm, having been notified, fails to remedy the defect(s) in accordance with the contract the Authority may proceed to take such remedial action as may be necessary at the firm's expense. The firm's warranty pursuant to this clause is without prejudice to any other rights or remedies, which the Authority may have against the firm under the contract.

2.16 : CLAIMS

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.
2. No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.
3. Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

2.17 PAYMENT ON ACCOUNT

2.17.1 Interim bills shall be submitted by the contractor or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the Measurement book(s).

2.17.2 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.

2.17.3 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.

2.17.4 Payments due to the contractor shall be made by RTGS by the Engineer-in-Charge or his authorized representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorized to receive such payments from the EIC. Alternatively payment, due to the contractor shall be made by electronic bank transfer / RTGS.

2.17.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.

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

2.17.7 Income Tax / **TDS at the applicable** rates shall be deducted at source from any payment made to the contractor against this contract.

2.18: TAXES, DUTIES AND LEVIES ETC.

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

2.19: TAX DEDUCTION AT SOURCE

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

2.20 : PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may

be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

2.21 OVER PAYMENTS AND UNDER PAYMENTS

2.21.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.

2.21.2 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 dispute before an arbitrator appointed under **clause 2.16** of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

2.21.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.

2.21.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.

2.21.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in- Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the **clause 2.16** 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.

2.22 EXTENSION IN THE FIRM'S PERFORMANCE

In case need of transfer of title required, after initial payment as per the tender condition, shall become and remain the property of the Authority.

2.22.1 Completion of work shall be made by the firm in accordance with the delivery schedule.

2.22.2 The firm may claim extension of the time limits as set forth in the work schedule in case of:

- a] Force Majeure pursuant clause 2.2
- C] Changes ordered by the Authority pursuant to Clause 2.7

2.23 TERMINATION FOR DEFAULT

2.23.1 The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the firm, terminate the contract in whole or in part:

a] If the firm fails to complete the work within the time period(s) specified in the contract, or any extension thereof granted by the Authority pursuant to clause 2.17 or

b] If the firm fails to perform any other obligation(s) under the contract and if the firm in either of the above circumstances, does not cure its failure within a period of ten (15) calendar days (or such longer period as the Authority may authorise in writing) after receipt of a notice of default the Authority specifying the nature of the default(s).

2.23.2 In the event the Authority terminates the contract in whole or in part, pursuant to clause 2.23.3 above, the Authority may procure, upon such terms and in such manner as it deems appropriate, software similar to the undelivered and the firm shall be liable to the Authority for any excess costs. Notwithstanding the above the firm shall continue performance of the contract to the extent not terminated.

2.24 TERMINATION FOR INSOLVENCY

2.24.1 The Authority may at any time terminate the contract by giving written notice to the firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent, notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

2.25 TERMINATION FOR CONVENIENCE

2.25.1 The Authority may by written notice to the firm terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Authority convenience, the extent to remaining part of supply under the contract is terminated, and the date upon which such termination becomes effective.

2.26 RESOLUTION OF DISPUTES/ARBITRATION

2.26.1 The Authority and the firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

2.26.2 If, after thirty (30) days from the commencement of such informal negotiation the Authority and the firm have been unable to resolve amicably a contract dispute either parties may require that the dispute be referred for resolution by arbitration. For this purpose IWAI, Patna-reg. whose decision be final and binding on the both parties, will appoint an Arbitrator. Any dispute arising out of the contract shall be within the jurisdiction of court at Delhi.

2.27 APPLICABLE LAW

2.27.1 The contract shall be governed by/ interpreted in accordance with the laws of Govt.of India.

2.28 FORCE MAJEURE

2.28.1 In the event that the firm is delayed in performing any of its respective obligations under the contract, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in clause 2.17, and the period of such delay may be added to the time of performance of the obligation delayed.

2.28.2 If a Force Majeure situation arises, the firm shall promptly notify Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the firm shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.29 ASSIGNMENT

2.29.1 The firm shall not assign to any other party in whole or in part, its obligations to perform under the contract except with the Authority are prior written consent.

2.30 CONTRACT LANGUAGE

2.30.1 The firm hereby represents that it has sufficient knowledge of the English language to understand fully the contract. The contract shall be in the English language, and all documentation related here to will also be in the English language.

2.31 TAXES AND DUTIES

2.31.1 The firm shall be entirely responsible for all taxes, stamp duties and other such levies imposed. The bidder shall quote prices inclusive of all taxes/ duties only.

2.32 INVOICES AND PAYMENTS

No advance payments can be made by the Authority and all stage payments shall be made in accordance with terms of general conditions.

2.33 PERFORMANCE SECURITY

The contractor shall be required to deposit an amount equal to 10% of the tendered value of the work as performance security in the form of RTGS/NEFT within 15 days of the issue of the work order. The deposited amount shall be refunded after satisfactory completion of the work. Signing of agreement on stamp paper of Rs. 1000/- in the prescribed form within 15 (Fifteen) days of the receipt of letter awarding the contract.

No interest shall be paid on Security deposit.

2.34 All necessary documents required under this contract shall be submitted to the Authority. A few documents for this purpose are as below:

- i] Certification establishing that the bidder is eligible to bid.
- ii] Documentary evidence of the bidders qualifications to perform the contract to the Authority's satisfaction.
- iii] Documentary evidence about the financial and technical capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services.
- iv] Documentary evidence of conformity of software and services to the bidding documents in the form of literature drawing and data containing (i) detailed description of the software essential technical and performance characteristics.

2.35 FINALITY CLAUSE

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

2.35 LIQUIDATED DAMAGES-

General conditions regarding extension of time for completion period of the contract, when the firm fails to complete the work within the time periods specified in the contract, the Authority without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damage a sum equivalent to 0.5% of the contract price per week of delay subject to a maximum of 10% of the contract price.

2.36 WARRANTY

As per details given at Technical Specifications and Compliance statement .

**TECHNICAL SPECIFICATIONS OF THE MECHANIZED BOAT AND
MANPOWER TO BE SUPPLIED**

Sl. No.	Boat Requirements	Description
a.	Boat specifications	
1.	Length	Min. 10m and Max. 15m
2.	Width	3m to 4m
3.	Draft	0.6 m to 0.7m
4.	Air draft	2m to 2.5m
5.	Speed	Not less than 6 kmph in upstream direction.
6.	Engine power	40 BHP to 100 BHP
7.	Power Supply	AC/DC supply for survey equipments.
8.	Accommodations	Night halt facility with beds for 3 officers
9.	Kitchen	With necessary cooking facility
10.	Toilet facility etc.	
11.	Water tank	500 ltrs.
12.	Drinking Water tank	100 ltrs.
b.	Manning	
1.	Boatmen (1 no.)	Experinced in sailing boat in rivers
2.	Laskar (1 no.)	Knowledge of river channel.
3.	Cook	Experinced in cooking.

PART- IV
(FINANCIAL BID)

BILL OF QUANTITIES

Hiring of mechanised boat in good working condition including of fuel and lubricants with one Boatmen, one Laskar and one Cook required for Hydrographic survey & other developmental activities in river Gandak (NW-37) during Aug'18 to Mar'19.

Sl. No	Item Description	Quantity	Unit	Basic rate/month In Figures To be entered by the Bidder	TOTAL AMOUNT	TOTAL AMOUNT in Words
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Mechanized boat including Boatmen, Laskar & Cook	1	Months			
2.	Running charges of Mech. Boat (Consumption of HSD)	120 hrs (for 12 days)	Lts/hr			
3.	Total					
4.	GST as applicable					
5.	Grand total					

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 party ended vide letter No. _____ may be referred to by either party. These documents shall take precedence over the compiled documents.

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

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

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

For and on behalf of

For and on behalf of

(Inland Waterways Authority

of India)

Contractor

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

ANNEX – II

**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:

4. Name of applicant
5. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
6. Full address of the applicant
7. Name of the work and contract number in which arbitration sought
8. Name of the Division which entered into contract
9. Contract amount in the work
10. Date of contract
11. Date of imitation of work
12. Stipulated date of completion of work
13. Actual date of completion of work (if completed)
14. Total number of claims made
15. Total amount claimed
16. Date of intimation of final bill (if Supply is completed)
17. Date of payment of final bill (if Supply is completed)
18. Amount of final bill (if Supply is completed)
19. Date of request made to Chief Engineer for decision
20. Date of receipt of Chief Engineer's decision
21. Date of appeal made to Chairman, IWAI
22. 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