

TENDER DOCUMENT

FOR

SUPPLY AND DEPLOYMENT OF ARMED AND UNARMED SECURITY GUARDS FOR SAFETY & SECURITY AT VARANASI & ALLAHABAD TERMINALS AND RIS STATIONS (GOVINDPUR, ZAMANIA AND RAMNAGAR) LOCATIONS UNDER R.O PATNA IN UTTAR PRADESH DURING JUN 2018 TO MARCH 2019.

TENDER NO.- IWAI/PTN/17(21)/SECURITY GUARD/2018-19/01

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Jalmarg Path, Gaighat, P.O.- Gulzarbagh, Patna- 800007 Ph. no. -
0612-2310026, Fax No. - 0612 -2310029, E-mail: - dirpat.iwai@nic.in

CHECK LIST

SI No.	Document to be attached	Registration No. (in relevant rows)	Attached SI No.	Remarks
1	Scanned copy of Company Corporate ID No. and firm registration No.			
2	Scanned copy of EPF registration No.			
3	Scanned copy of ESI registration No.			
4	Scanned copy of Registration of private security regulation act 2012			
5	Scanned copy of tender acceptance letter and tender document.			
6	Scanned copy of Registration under contract labour (Regulation & abolition) central rule.			
7	Scanned copy of IT return and Balance sheet of last 3yr and Cancelled Cheque.			
8	Scanned copy of Registration under professional Tax			
9	Scanned copy of Bank solvency certificate not more than six-month-old			
10	Scanned copy of Pan number			
11	Scanned copy of TAN number			
12	Scanned copy of GST number			
13	Scanned copy of Affidavit of authorisation from Notary			
14	Scanned copy of OHSAS/ ISO etc.			
15	Scanned copy of Affidavit of company not blacklisted			
16	Scanned copy of Experience certificate with labour licence against the experience certificate			
17	Scanned copy of No alteration in tender document			
18	Salary paid not less than the wages as per minimum wages act of the Govt. of India			
19	Scanned copy of Any other relevant document			

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

E-mail: dirpat.iwai@nic.in

DETAILS OF NOTICE INVITING E-TENDER

e-Tender no. IWAI/PTN/17(21)/SECURITY GUARD/2018-19/01

1. Name of Work:- Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019
2. IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experienced security guards supply Agencies/ organisations/firms having valid registration from relevant department for the work of Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Varanasi, Allahabad and Ramnagar) at various locations under R.O Patna in Uttar Pradesh during Jun 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>.
3. **Estimated Cost of the work, EMD requirement are as under: -**

Name of Works	Total estimated cost excluding GST (Rs. In Lakhs)	EMD Money deposit
Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019	42.31 Lakh	Rs. 84622/-

4. **Date of Publishing 29.05.18**
5. **Document Download Start Date & Time: 29.05.18 at 1500 Hrs.**
6. **Bid submission start date and time : 29.05.18 at 1600 Hrs.**
7. **Bid closing/document download end date & time: 05.06.18 at 1500 Hrs**
8. **Bid opening date and time : 06.06.18 at 1530 Hrs.**
9. **Cost of tender document (Tender Fee): Rs. 1180/-**
10. The tender document can be downloaded from the IWAI's Website www.iwai.nic.in and CPP Portal website <https://eprocure.gov.in/eprocure/app>. Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app> Manual bids shall not be accepted and liable to be rejected.
11. The complete bid as per the tender document should be placed online at <https://eprocure.gov.in/eprocure/app> by 1500hrs on 05.06.18 and will be opened online on 06.06.18 at 1530 Hrs at IWAI, Patna. The original demand draft/proof of RTGS/NEFT for tender fee and EMD should be deposited before closing date and time of submission of the bid at IWAI, Patna office.

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

- i) The tenderer shall be registered with the relevant department for supply/deployment of Armed/Unarmed Security Guards 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 Security Guards (unarmed) during last 7 (seven) years ending last day of month previous to the one in which this tender is invited should be either of following:
 - (a) Three similar works costing not less than 40% of the estimated cost; **or**
 - (b) Two similar works costing not less than 60% of the estimated cost; **or**
 - (c) One similar work completed not less than 80% of the estimated cost

Or

One completed work of any nature (either part of a,b,c or a separate one)costing not less than the amount equal to 40% of the estimated cost put to tender with some Central Government department/central autonomous body/state autonomous body/CPSU/SPSU/City development authority/Municipal corporation of city formed under any act by central/state government and published in central/state Gazette.

Note:- The successful completion of the similar work should be supported with a completion certificate issued by the department/agency for which the work has been executed. Similar work means supply of Security Guards (Armed and unarmed) in Govt organisation.

- iii) Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value indicated in below table.
- iv) The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
- v) Service charges quoted should not be less than 5%.

vi) The tenderer shall submit required Earnest Money Deposit in the form of RTGS/NEFT only payable in favour of **“IWAI Fund Bond” 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. **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) for relevant work are exempted from depositing EMD and Tender Fee.**

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 receipts are not enclosed along with the e-bid, the bid is liable for rejection.

- I. Similar work shall mean work for supply/deployment of armed and Unarmed Security Guards for safety and security.
- II. The firm should not have incurred loss for more than 2 years during preceding three years ending 31st March, 2018.
- III. The firm should have valid Permanent Account Number (PAN).
- IV. The Private security Agency shall have register under Private Security Agency Regulation Act.

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 1000 +(18%GST) (Rupees one thousand plus

GST only) 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” payable at Patna at any nationalized/ schedule bank.

V.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.

VI. The private security agency shall have registered under PSARA with UP state/district level as the case may be. The firm having well established office in any of the places/districts in Uttar Pradesh (preferably Varanasi, Allahabad and Lucknow).

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 **15.00 hrs** up to **05.06.2018** and it will be opened on **06.06.2018** at **15.30 hrs**.

6) Estimated Cost of the work and other details are as under:

Sl. No.	Description of works and location	Estimated Cost (In Rs.) including all taxes, ESI, EPF, contractor profit & other statutory dues etc excluding GST	EMD (In Rs.)	Bank solvency required (In Rs.)
1	Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019	42,31,105/-	84622/-	16,92,442/-

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 required), 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, this price bid (BOQ for Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations at various locations under R.O Patna in Uttar Pradesh during Jun 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. 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.

9. **Opening of e-tenders & Evaluation**

(a) Tenders will be opened online by the tender evaluation committee at IWAI, Jalmarg Path, Gaighat, Gulzarbagh, Patna-7 at **15:30hrs on 06.06.2018** in the presence of representative of the tenders who choose to remain present.

(b) After the online opening of the tenders, the first part i.e. Technical bid will be evaluated by the Tender Evaluation Committee (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.

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. 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



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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: TENDER NO.- IWAI/PTN/17(21)/SECURITY GUARD/2018-19/01

Name of Tender/Work: - **Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, Zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 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/ organisation 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

e-tender no. IWAI/PTN/17(21)/SECURITY GUARD/2018-19/01

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced, reputed security guard supply agencies for Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Varanasi, Allahabad and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019. Details and Tender document can be downloaded from 29.05.2018 to 05.06.2018 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 05.06.2018 up to 15.00 hrs and opening of tender is 06.06.2018 at 15.30 hrs. Submission of online bids will be through [https://eprocure.gov.in/eprocure /app](https://eprocure.gov.in/eprocure/app).

29.05.18

(Director)

PART-I
FORM OF TENDER

To,

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

Name of Work: Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019.

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 separately in the form of RTGS/NEFT in favour of IWAI Bond Fund payable at **PATNA** on Nationalised / schedule bank as per the details given therein:

Sl. No.	Location for deployment of Security guards	RTGS UTR No. & Date	EMD (Rs.)	Details of Bank (Name of Bank, Branch and address)
1	Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 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 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 I/we am/are familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein or environment.
12. It is certified that all information given in the tender is true and nothing has been concealed/ distorted. If at any time, it is found to have concealed/ distorted any material as mentioned above I/we am/are agreeable for summarily termination of contract by IWAI.

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

Date

Signature

Name

Designation

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

M/s

Telephone nos.....FAX No.....

Witness :

Signature.....

Name :

Occupation

Address

Telephone nos.

Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eprocurementhttps://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 favourites folder, he selects the tender to view all the details indicated.
- 12) It is considered 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.

Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments 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 instrument 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) for relevant work are exempted from depositing EMD and Tender Fee.**

- 16) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 17) 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.
- 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 PriceBid/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 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:

Contact person: Sh. Sonjoy Majumdar, Section Officer
Contact Telephone Numbers: - 9007132264

Signature of Tenderer(s)

PART-I



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Government of India)
IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna- 800007
Phone no. -0612-2310026, Fax No. -0612-2310029 Email:- dirpat.iwai@nic.in

INFORMATION AND INSTRUCTIONS FOR TENDERERS

Item Rate tenders are invited through online from the resourceful & experienced reputed Security Guards supply contractors/Agencies/firms for Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019.

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 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. Proof of registration certificate of the Firm from the relevant department.
 - e. 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.
 - f. The Private security Agency to be submitted the registration certificate under Private Security Agency Regulation Act from the concerned department as mentioned in pre qualification criteria..
 - g. All other certificates/documents mentioned in check list.

Signature of Tenderer(s)

(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 and deployment of armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations at various locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019”.
- 3.0 Estimated cost and EMD of works is as under:

Sl. No.	Description of works and location of terminals	Estimated Cost (In Rs. Lakhs) including all taxes, ESI, EPF, contractor profit & other statutory dues etc excluding GST	EMD (In Rs.)
1	Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019	42,31,105/-	84622/-

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

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

Cover –1: **The first cover shall be submitted along with the following documents for** Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations at various locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019

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) EMD and tender cost (RTGS/NEFT as prescribed).
- d) Registration certificate of the Firm from concerned Authority/Department.
- e) Proof of valid registration certificate of GST, ESI, and EPF etc.
- f) Experience certificate and the registration certificate under Private Security Agency Regulation Act from the concerned department.
- 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).
- i) Permanent Account Number (PAN) issued by Income Tax Department.
- j) Audited balance sheets along with turnover, profit and loss account for the last 3 years.
- k) Cancelled cheque for E-Payment (As per annexure-III)
- l) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- m) 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.
- 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) 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.
- p) All relevant certificates and documents mentioned in check list.

Note:- The Tenderer shall also submit the hard copies of tender in two sealed covers (apart from online copy) marked “Cover-1st” and “Cover-2nd”. The cover 1st shall contain the Tender Fee, EMD and technical bids. The cover 2nd shall contain the Price bids. In case the first cover is not submitted with EMD & Tender Fee in a proper form, the second cover shall not be opened and rejected summarily. Both cover-1 & cover-2 are to be placed in a single cover. Duly sealed covers containing the hard copies of technical and financial bids will be put in a separate single cover which should be sealed. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes.

Envelope-2: The second cover shall be submitted along with the following documents

for Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019.

- (i) Schedule of Prices duly filled in the specified form, i.e. “Bill 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.
 - (iv) Separate order for deployment of security personnel will be given as per requirement.
- 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 drawn 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/NEFT 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/Consortium, 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.
- a. The bid can be submitted by a firm or joint venture or consortium.
 - b. In case the bid is submitted by a JV consortium the JV/Consortium may have to or more partners. The lead partner should have maximum equity participation. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements.
 - i. The bid shall include all the information required for qualification criteria.
 - ii. The bid security and the bid shall be signed so as to be legally binding on all partners.
 - iii. A Joint Venture agreement entered into by all partners shall be submitted with the bid. One of the partners shall be nominated as being lead partner. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners, The lead partner has to be an Indian Company.
 - iv. The Lead Partner shall be authorized (this authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners and a copy of the said authorization shall be furnished in this Bid) to incur liabilities and receive instructions and furnish clarifications and participate in negotiations for and on behalf of any and all partners of the joint venture during the Bid process till finalization of bid in favour of any bidder or till a final decision is take on the bids.
 - v. There shall be a Joint Venture Agreement specific for the contract between the constituent firm, indicating clearly, amongst other things. the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in submitted along with the bid. The proposal should contain the information required for each member of the Consortium.
 - vi. An undertaking signed by all partners stating that JV will, if selected for award of project, incorporate itself as a company under the companies Act 1956 prior to execution of Contract Agreement, is to be enclosed with the bid. The contract

- agreement shall be signed with the company so incorporated.
- vii. By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was short-listed on the basis of Technical Capacity and Financial Capacity of Joint Venture Members who will own at least 26% each of the equity of the Company to be incorporated in case the JV is selected for award of work. The Bidder further acknowledge and undertakes that each of such Joint Venture Members shall hold at least 26% of the equity of the Contractor until the completion of the Project is achieved under and in accordance with the provisions of the Contract. The Bidder further acknowledges and agrees that the a foresaid obligation shall be the minimum, and shall be n addition to such other obligations as may be contained in the Contract, and a breach thereof shall, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract and dealt with as such there under and.
 - viii. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Joint Venture Member or an associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under the bid process, the Bidder shall inform the EIC forthwith a long with all relevant particulars about the same and the EIC may In his sole discretion disqualify the bidder or withdraw the letter of Acceptance from the Selected Bidder, as the case may be In the event such change in control Occurs after signing of the Agreement, it would, not withstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated at the sole discretion of the Employer without the Employer being liable in any manner whatsoever to the Contractor. In such an event, notwithstanding anything to the contrary contained in the Agreement, the EIC or Employer shall forfeit and appropriate the Bid Security or performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for, inter alia, time, cost and effort of the Employer, without prejudice to any other right or remedy that may be available hereunder or otherwise .
 - ix. The bid, and in the case of the successful bidder, the Form of A agreement, etc., shall be signed and/ or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of arbitration etc.). On award o f work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint venture to conclude Contract Agreement.
 - x. All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (iv) above as well as in the Form of bid and the Form of Agreement (in case f a successful bidder).
 - xi. In the event of default by any partner, in the execution of his part of (the Contract, the Employer shall be so notified within 30 days by the partner- in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally

competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract.

c. Change in composition of the J. V:

- (a) Change in composition of the J.V may be permitted by the EIC during the bid stage, only where :
 - (i) The Lead Member continues to be the Lead Member of the J.V.
 - (ii) The substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the J.V. Member who is sought to be submitted and the modifies J.V shall continue to meet the pre-qualification and short-listing criteria for Applicants.
 - (iii) The new member's expressly adopt(s) the Application already made on behalf of the JV as if it were a party to it originally. And are not an applicant/ member Of any other JV bidding for this Project.
 - b) Approval for change in the composition of a J.V shall be at the sole discretion of the EIC and must be approved by him in writing.
 - (c) The modified/reconstituted J.V shall be required to submit a revised Jt. Bidding Agreement at least five working days before the Financial Bid opening Due Date.
- d. The Lead Member of the J.V. to be a registered firm / company having similar experience of at least three year and has adequate financial capacity to the tune of at least 51 % of the financial criteria in case the Bidder of a Consortium , it shall comply with the following additional requirements:
- (i) Number of member; in a consortium shall not exceed 3 (three);
 - (ii) The proposal should contain the information required for each member of the Consortium;
 - (iii) Members of the consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 51 % (fifty one per cent) of the paid up and subscribed equity of the Contractor during the execution period. The nomination(s) shall be supported by a Power of Attorney, signed by all the other members of the Consortium;
 - (iv) The Proposal should include a brief description of the roles and responsibilities of individual member, particularly with reference to financial and technical obligations;
 - (v) The members of a Consortium shall incorporate an appropriate a special purpose vehicle as Contractor under the provisions of Companies Act, 1956, (as their wholly owned Subsidiary) to execute the Project, if awarded to the Consortium.
 - (vi) Members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of making the Proposal. The Jt. Bidding Agreement, to be submitted along with the Proposal, shall inter alia
- (a) Convey the intent to inform with shareholding/ owner ship equity commitment(s) in accordance with this TENDER. Which would enter into the Contract and subsequently perform all the obligations of the bidder in terms of the Contract

(b) Commit that in case such consortium of entities is the Preferred Bidder, the Preferred Bidder shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the Contractor; in whose subscribed and paid up capital, the Preferred Bidder shall collectively hold 100% equity during the execution period.

(c) The lead Member of such Preferred Bidder consortium shall at all time during The license period hold equity equivalent to at-least-51 % of the subscribed and paid up capital of the Contractor. Further, other consortium members whose technical /financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold at least 26% equity in subscribed and paid up capital of Contractor during the execution period; Provided however that authority may in its sole and absolute discretion permit a consortium member to divest [in full/partially] its equity shareholding in the subscribed, and paid up capital of the Contractor.

(d) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder consortium in relation to the Project until the expiry of the contract.

(e) Except as provided under this TENDER and the bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

(f) No change in the composition of a Consortium will be permitted by the Authority during the Bidding process.

(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 an 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 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. In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

23.0 **Suspension of Business of Contractor**

As per clause no 23.2 & 23.3 of CPWD Enlistment rule -2005 modified up to 08.07.2013 suspension of business and removed from the list and are not eligible for award of any work whenever adverse report related to adverse performance, 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 tender shall be received on line up to 15.00 hrs. on 01.06.2018 and shall be opened at 15.30 hrs. on 02.06.2018 in the presence of authorized representatives of the tenderers who would like to be present at the time of opening. The hard copy of tender should reach on or before date and time of opening of tender. Late receipt of required document shall not be considered.

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 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. **Labour License / Registration**

a) After issue of work order, the Contractor shall obtain labour License under Contract Labour Act against work and submit to this office within 30 days from issuance of work order.

- b) The contractor/Agencies/Firms shall be registered under Private Security Agency Regulation act of Central Govt./State Govt. for supply/ deployment Unarmed Security Guards to the Authority.

30. DETAILS OF OFFER

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

PART - II

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director, Inland Waterways Authority of India, Jalmarg Path, Gaighat, Gulzarbagh, Patnas-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(21)/SECURITY GUARD/2018-19/01 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 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)/Contract(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 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 8 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/Contract documents with regard any of the provisions covered under this Integrity Pact.

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :

SCHEDULES

SCHEDULE "A" : Salient Features of the work.

Name of Work: Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, Zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019.

Estimated cost of work: The work is estimated to cost Rs. 42.31 lakhs

This estimate, however, is given merely as a rough guide.

- (a) Earnest Money : 84622/-
(b) Security Deposit : 10% of awarded value.

SCHEDULE "B": General Rules & Directions with reference to Terms & conditions of contract:

- (i). Officer inviting tender: - Director, IWAI, Gaighat, Patna-800007
- (ii). Tender Accepting Authority:- Director, IWAI, Gaighat, Patna-800007
- (iii). (a) Time allowed for submission of PG/SD as per clause 5.1 of terms & condition from the date of issue of letter of acceptance:- 15 days
- (b) Maximum allowable extension beyond the period provided in (iii) (a) above:- 7 days
- (iv) Percentage on Cost of Materials & Labour to cover all overheads and profits:- 15%
- (v) Standard Schedule of Rates:- Minimum wages of central + ESI, EPF, including all taxes etc except GST.
- (vi) **Competent authority to levy liquidated damages for delay under clause 17:-**
- (a) Member(Technical), IWAI (if the amount of contract is upto 100 lakhs).
- (b) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
- (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

(vii) Competent authority for foreclosure of contract in full or in part due to abandonment or reduction in scope of work as per clause 12:-

Engineer-in-Charge with the prior approval of

(a) Member Technical), IWAI (if the amount of contract is upto 100 lakhs).

(b) Vice-Chairman/

Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).

(c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

PART - III

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS OF CONTRACT FOR DEPLOYMENT OF SECURITY GUARDS FOR SAFETY AND SECURITY AT VARANASI, ALLAHABAD TERMINAL AND RIS STATIONS (GOVINDPUR, ZAMANIA AND RAMNAGAR) LOCATIONS UNDER R.O PATNA IN UTTAR PRADESH DURING JUN 2018 TO MARCH 2019

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.
- b. It is proposed to undertake the development works for IWAI, through an agency appointed on open tender basis. Due to the shortage of required security personnel, Authority intends to engage the same on outsourcing basis from the reputed and resourceful agencies/contractors on contract basis during Jun 2018 to March 2019 for a period of 10 (Ten) months initially **which is extendable further as per requirement**. Therefore, the scope of the work shall be to supply the qualified & experienced technical personnel as details provided in Part IV.

02. CONDITION OF TENDERS

DEFINITIONS:

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

- (a) Contract: means the document forming the rate of acceptance 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 Gaighat, P.O.- Gulzarbagh, Patna- 800007 and includes therein-legal representatives, successors and assigns.
- (e) Day: means a calendar day beginning and ending at mid-night.
- (f) Chairman: means Chairman of Inland Waterways Authority of India.
- (g) Engineer-in-charge: means the Officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of the and/or the Engineering Officer appointed by the IWAI or its duly authorized representative to direct, supervise and be in-charge of the works for the purpose of this contract.
- (h) Chief Engineer: means the Chief Engineer of the Authority as the case may be.
- (i) Director: means the Director of the Authority, as the case may be.
- (j) Deputy Director: means the Deputy Director of the Authority as the case may be.
- (k) Assistant Director: means the Asstt. Director of the Authority as the case may be.
- (l) Work Order: means a letter from the Engineer-in-charge conveying the acceptance of tender/offer subject to such reservations as may have been stated therein.
- (m) Month: means the Calendar month.
- (n) Week: means seven consecutive calendar days.
- (o) Work/works: means work/works to be executed in accordance with the contract.
- (p) IWAI: means INLAND WATERWAYS AUTHORITY OF INDIA

3. INTERPRETATIONS:

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

4. BANNED OR DE-LISTED FIRMS

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

5. SECURITY DEPOSIT FOR PERFORMANCE

- 5.1. The contractor whose tender is accepted has to enter into an agreement with IWAI and will be required to furnish by way of Security Deposit for the due 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 NEFT/RTGS on any Nationalized Bank or Scheduled Bank of India, in favour of IWAI Bond Fund, payable at PATNA as stated in the work may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may due or may become due to the contractor by the Authority on any account whatsoever. Also, in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 15 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.
- 5.3 No claim shall be lie against the Authority either in respect of interest or any depreciation in value of any security.
- 5.4 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Director to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Director shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 5.5 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 5.6 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also, in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

6. REFUND OF SECURITY DEPOSIT

Release of security deposit after labour clearance:- Security Deposit of the work shall not

Be refunded till the contractor produces a clearance certificate from Labour Officer. As soon as the work is virtually completed, the contractor shall apply for clearance certificate to the Labour Officer under intimation to Engineer –in-Charge. The Engineer Incharge on the receipt of such communication shall write to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending on record till after three months after completion of the work and/or no communication is received from Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the security deposit will be released if otherwise due.

7. SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before giving the offer as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its maintenance during execution of work.

8. CONTRACT DOCUMENTS

- 1.1 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”.
- 1.2 The Contractor shall be furnished free of charge two certified true copies of the contract documents.
- 1.3 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.
- 1.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

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

- 1.5 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.
- 1.6 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.

- 1.7** 9.3 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

10. ASSIGNMENTS AND SUB-LETTING

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

11. FACILITIES TO OTHER CONTRACTORS

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

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

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

13. TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies,

then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer – in – Charge shall be entitled to terminate the Contract as to its incomplete part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor’s firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor’s firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor’s firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

14. CHANGE IN CONSTITUTION

Where the contractor is partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to 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 - 12 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause – 13.

15. CONTRACTORS SUPERVISION

- 1.1 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.
- 1.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

16. LAWS GOVERNING THE CONTRACT

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

17. LIQUIDATED DAMAGE

If the contractor fails to complete 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%.

18. RISK OF LOSS DAMAGE TO THE AUTHORITY PROPERTY

- 18.1 All the property of Authority whether with or without deposit to the contractor in connection with the contract shall remain the property of the Authority. The contractor shall use such property for the purpose of execution
- 18.2 n of the contract and for no other purpose what so ever. If any damage property of authority the same will be borne by the contractor.

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

19.1 SCOPE OF TENDER:

Online tenders are invited from the resourceful & experienced security supply contractors/organizations/ Agencies/Firms as providing armed and unarmed security guards at Varanasi, Allahabad terminal and RIS stations at various locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019. Tenderer should meet the following eligibility criteria as per IWAI, Patna.

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

19.2 TENDERS TO BE SIGNED BY AUTHORISED PERSONS:

- (A) The tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the tenderer(s). Any individuals or individuals signing the tender documents or other documents connected therewith should specify whether he is signing the said documents: -
 - i. As a sole Proprietor of the firm or Attorney of the Sole proprietor.
 - ii. As a Partner of partnership firm
 - iii. As a Director, manager or secretary in a Limited company (duly authorized by a resolution passed by the board of directors or in presence of the authority conferred by the memorandum of association).
- (B) In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender documents and all other concerned documents.
- (C) Requisite power of attorney or such other documents empowering the individual or the individuals to sign the Tender document should be furnished in original along with the tender.
- (D) The IWAI shall not be bound by any Power of Attorney granted by the contractor or by changes in the composition of the firm made subsequent to the execution of the contract agreement. It may, however, recognize such power of Attorney and changes, after obtaining legal advice to the satisfaction of the IWAI, the cost of which will be borne by the Contractor.

19.3 TESTIMONIALS:

A) Please note:

- (a) Advance to contractor is not applicable
 - (b) Purchase preference clause is not applicable.
 - (c) Price variation clause is not applicable.
 - (d) Incentive Bonus payment clause is not applicable.
- (B) The tenderer(s) shall also submit a list of court cases filed and number of arbitration cases in progress as demanded by him from the IWAI or other clients during the 5

years preceding the date of opening of this tender as per Annex-IV & V of this chapter of the tender document. In the event of the tenderer not giving this information the IWAI shall compile such data in the said format from available records and the tenderer(s) shall have no right to question the correctness or completeness of such data.

19.4. TIME OF COMPLETION OF WORK

Duration of the contract is for 10 (ten) months, Jun'18 to March'2019 initially however IWAI reserve the rights to extend the work further period as per requirement at the same rate, terms and condition of last year agreement of 2018-19 after getting willingness from the contractor and subject to satisfactorily performance of the works.

19.5. SPECIAL CONDITIONS BY TENDERER (S)

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

19.6 FORFEITURE

- i. If any modification of rates, terms and conditions is made by the tenderer after opening but within the period of validity of the tender and the IWAI accepts this tender without those modifications and the letter of acceptance is issued to the tender without such modifications, and tenderer refuses to accept the award of contract, the total Earnest Money shall be forfeited.

- ii. Full earnest money is liable to be forfeited in case any statement, declaration made by the tenderer is proved wrong/false/incomplete/or such as to withhold any information relevant to the consideration of the tender.
- iii. In the event of tenderer(s), whose tender is accepted, resile(s) from the contract after issue of letter of acceptance or fails to commence the work within 30(thirty) days of issue of letter of acceptance or handing over of the site, whichever is later, shall be applicable.

19.7 QUOTATIONS OF RATES:

- i. The tenderer shall fill in his rates on line bid for doing this work on the prescribed page/sheet of these documents. He should quote their rates after carefully study regarding including all taxes i.e. EPF, ESI, profit for service provider or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities except GST. Tenderer should quote their rate after carefully study of the tender documents and site conditions, with full understanding of the implications thereof. The contractor/ Agencies shall be shown the GST as applicable separately in bill/invoice and the same shall be reimbursed to the contractor/agency upon production of proof of its remittance to the concerned department.
- ii. The IWAI reserves the right to modify any or all the schedules whether it is to increase or to decrees the scope of the work including/inclusion deletion of any item(s). The Tenderer shall not be entitled to any revision of rates due to such increase/decrease in quantities of items.
- iii. The payment shall be made on the basis of actual quantities executed under various item(s) and the accepted rates thereof, and not on the quantities mentioned in various schedules.
- iv. The Rates quoted by the Tenderer(s) and accepted by the IWAI Administration shall hold well till the completion of the work.

19.8. CLARIFICATION OF BIDS SUBMITTED:

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

NEGOTIATION:

- a) The accepting authority reserve the right to enter into negotiations with the L-1 or more (in special case) tenderer(s) before acceptance of the tender in order to clarify special conditions or reduction of rates or for changes in scope of the work etc. at its sole discretion.
- b) L-1 should be defined as the lowest, valid, eligible and technically acceptable tenderer. Should such negotiation with the tenderer(s) be entered into, the tenderer(s) shall not be permitted to increase their quoted rates under any circumstances, even if it includes withdrawal / modification of such special conditions as are given by the tenderer(s) along with their original tender.

20. SECURITY GUARD

- 20.1 The Contractor shall in respect of personnel employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.
- 20.2 The Contractor shall comply with the provision of all the Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority if applicable in relation to the execution of works. Thus, the Authority has no liabilities in respect of labour Act/law applicable such as:
 - i) Payment of wages Act 1936 (Amended)
 - ii) Minimum wages Act. 1948 (Amended)
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
 - v) Employer's Liability Act 1938 (Amended).
 - vi) The Industrial Employment (Standing orders) Act 1946 (Amended).
 - vii) The Industrial Disputes Act. 1947 (Amended)
 - viii) Payment of bonus Act. 1965 if applicable and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:

- ix) The Personal injuries (Compensation Insurance) Act. 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
 - x) And all other applicable laws of the land.
- 20.3 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of “the Employees State insurance Act 1948” as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 20.4 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required on estimated to be required for making good the loss suffered by worker(s) by reason of non-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 thereunder with amendments made from time to time.
- 20.5 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-20.2 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor’s failure to comply with the provisions of all the Act/Laws stipulated in Clause- 20.2 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 20.2 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/laws/Rules/Codes as mentioned under Sub - Clause 20.2 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and / or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 20.6 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract’s Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 20.2 above, the Contractor shall without prejudice to any other liability

pay to the Authority a sum not exceeding Rs. 500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

- 20.7 The Contractor shall at his own expenses Comply with or cause to be complied with Provisions / Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 20.8 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all Manpower directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 20.9 In the event of any injury, disability or death of any personnel in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act. 1923, for any injury, disability or death of a workmen by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfilment of the said decree, award or orders.
- 20.10 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.
- 20.11 The Contractor shall obtain License / Registration under Contract Labour Act 1970 if considered necessary after the issue of work order.

21. PAYMENT ON ACCOUNT

- 21.1 Interim bill shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the man days recorded in the attendance register. If any manpower absents from duty in any month then his payment will always consider proportionately as 30 days month only.
- 21.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the contract.
- 21.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.
- 21.4 Payments due to the contractor shall be made by /RTGS by the Engineer-in-Charge or his authorised representative. Such RTGS/cheques shall be issued direct to the contractor
- 21.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the same.
- 21.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 21.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.
- 21.8 **The contractor/ Agencies shall be shown the GST as applicable separately in bill/invoice and the same shall be reimbursed to the contractor/agency upon production of proof of its remittance to the concerned department.**
- 21.9 **The contractor shall be enclosed proof of payment and EPF & ESI contribution 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.**

22. OVER PAYMENTS AND UNDER PAYMENTS

- 22.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 22.2 The Authority reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause - 23 of this contract ad notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 22.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any or all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 22.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bills a MINUS bill from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 22.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contractor is governed by the arbitration clause under the Clause - 23 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE - 23: SETTLEMENT OF DISPUTES & ARBITRATION.

- 23.1 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.
- 23.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 23.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.
- 23.3 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.

- 23.4 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.
- 23.5 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.
- 23.6 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 23.7 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.
- 23.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 23.9 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.
- 23.10 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.
- 23.11 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 - 24: CLAIMS

- 24.1 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.
- 24.2 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.
- 24.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

CLAUSE 25: SAME QUOTED RATE

If there are two or more agencies, quoting the same rate, preference should be given to the agency which is already working with satisfactory performance in PSUs\ Government Bodies. If, even then, there is a tie between two or more such agencies, then the work would be awarded to the agency which has the highest gross annual turnover for the last three consecutive financial years and other relevant factor to be considered by the Director, IWAI, Patna or action for award of work will be initiated as per provision laid down under CPWD manual as the case may be.

CLAUSE 26: FURTHER CHANGE IN THE MINIMUM WAGES

During the contract period, if there is any statutory increase\decrease in the minimum wages in accordance with the minimum wages notification issued by the appropriate authorities under the minimum wages act from time to time, the increase\decrease in rates of minimum wages, ESI, EPF will be affected. Proportionate increase\ decrease in agency service charges also will be affected. However, there will be no changes in any other changes quoted by the tenderer during the entire period of contract.

CLAUSE 25: WORK AWARD ON SAME RATE

The, Director, IWAI have discretionary right to award on the same rate parallel contractor to the next eligible agency, In case, the agency with lowest rate at any stage after award of contract fails to perform successfully satisfactorily.

CLAUSE 26: INTEREST

„No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

PART-IV

SPECIAL & TECHNICAL TERMS AND CONDITIONS

1. Special term and condition.

1.1 Tenderer must meet the following criteria:

- (i) The agency should deploy trained guards for IWAI Security duty.
- (ii) The firm should give proof that during the previous year Security agency had operated EPF accounts or employees that were at least twice the number of employees proposed to be engaged by the IWAI.
- (iii) The private security personnel provided to the IWAI should be physically fit, free from any physical disabilities and smart. The agency should have a proper system of recruitment, C & A verification of their staff, a distinct uniform and proper ID cards.
- (iv) 10% of the bill amount payable to the security Agency should be withheld and paid only when it furnishes evidence the EPF obligations have been discharged.
- (v) The contractor has to submit the proof of EPF, ESI of deployed staff as well as GST etc. for eligible for payment of monthly running account bill.

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

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

1.4 The Private security Agency shall have to obtain labour licence from concerned labour commissioner within 30 days from the date of issue of work order.

- 1.5 The Private security Agency shall have register under Private Security Agency Regulation Act.
- 1.6 The security agency shall not deploy/engage any worker, who has not completed the age of 18 years on the date of his deployment/engagement.
- 1.7 It would be desirable that the security staff provided should have knowledge of Fire Fighting, First Aid, Scooter/Motor Cycle/MV Driving & Communication equipment. All Guards should have working knowledge of Hindi or English language.
- 1.8 The agency shall provide the details of the staff, proposed to be deployed viz, their name, fathers name, DOB, residential address, mobile number, recent passport size photograph, in form of a data base in both hard & soft form and also provide a local police clearance certificate.
- 1.9 Security person shall be a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette, specify.
- 1.10 No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union. State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard.
- 1.11 Security agency may, while employing a person as a private security guard, give preference to a person who has served as a member in one or more of the following namely Army, Navy, Air Force or any other armed forces of the Union Police including armed constabularies of States and Home Guards.
- 1.12 The agency shall employ only such staff who are literate, physically fit having good character, well behaved and skilled in their duties, it should also be ensured that the employees, employed by the agency are having proven antecedents and no police case etc. is pending against such people. The agency shall be solely responsible for all acts of commission/omission of its employees.
- 1.13 Security agency has to produce certificate of character and no police cases i.e. police verification on firms account for persons employed for security. Security agency has to submit bio-data of the people to be employed. The agency will discharge/change/transfer any of his employee who is found un-suitable, not

physically fit in capable of performing duties, the firm has to change the such staff on recommendation made by IWAI administration. Preferably the agency shall depute the staff who should not be local. The agency shall change and recruit new staff after completion of one year.

- 1.14 It should be made clear that IWAI will not provide food, accommodation and transportation or any of the allowances to the security personnel deployed under any circumstances.
- 1.15 IWAI reserves the right to ask and require the company/agency to remove any person deployed by the company/Agency, without assigning any reason/notice.
- 1.16 The Company/Agency shall supply uniforms (all weather) with Name plates to the persons engaged by him. The IWAI shall not allow any employee of the Company/Agency to work inside the IWAI without uniform except in cases where-in specifically asked for. If during the period of contract the uniform is torn, it shall be the responsibility of the Company/Agency to supply another uniform to the persons and ensure that the persons wear uniform while security agency are on duty in the terminal. The Company/Agency shall get the identity card of each employee countersigned by the nominated Officer of the IWAI.
- 1.17 The Security Guard shall be normally required to work in three shifts basis. No Security Guard will be allowed to perform double duty/continuous basis unless authorized by nominated Officer.
- 1.18 No employee of the Company/Agency shall work for more than 26 days in a month or as specified by Labour laws.
- 1.19 The company shall have proper standard and procedures of requirement and training. The company will provide a copy of Training Manual for inspection to IWAI authorities.
- 1.20 The company shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the IWAI. The Company should supply Guard check Books to all guards post wise at its own cost.
- 1.21 That no right, much less a legal right shall vest in the company/Agency's workers to claim/have employment or otherwise seek absorption in the IWAI nor the

Company/Agency's workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the IWAI. The workers will remain the employees of the Company/Agency and this should be solely the responsibility of the Company/Agency to make it clear to their worker before deputing on work at Varanasi, Allahabad and RIS stations (Govindpur, Zamania and Ramnagar' in Uttar Pradesh.

1.22 The Company shall not be allowed to change its name and style after the award of the contract.

1.23 The company will have to deploy the full nos of security guards. IWAI administration reserves the right to curtail the deployment of security guards at any time or increased as per requirement of IWAI.

1.24 Any legal disputes will be subject to Uttar Pradesh jurisdiction.

2 Scope of work:

2.1 Provision of security arrangements in Varanasi, Allahabad and RIS stations (Govindpur, Zamania and Ramnagar' site.

2.2 Protection of IWAI assets shall be prime responsibility of agency, the agency shall maintain records of incoming and outgoing materials/equipment's of IWAI site. No material shall leave the premises without proper gate pass from competent authority.

2.3 The agency shall be required to check entry/exit of the workers, as well as the visitors including, vehicle entering & leaving in the IWAI. The date of visiting time, name, address & purpose of the outsider should be recorded. Visitors should not be allowed inside the workshop without permission.

3. NATURE OF DUTIES AND RESPONSIBILITIES

3.1 Protection of IWAI assets shall be prime responsibility of agency, the agency shall maintain records of incoming and outgoing materials/equipment's of Varanasi, Allahabad and RIS stations (Govindpur, Zamania and Ramnagar'. No material shall leave the premises without proper gate pass from competent authority

3.2 The agency shall be required to check entry/exit of the workers as well as the visitors including, vehicle entering and leaving the IWAI premises. The date of visit.,Time, Name, Address and purpose of the outsider should be recorded. Visitor should not be allowed inside the shed without permission.

- 4 The details of the Vehicles entering and leaving like vehicle No., Driver Name, Purpose of Entry, Details of the gate pass shall be entered.
- 5 Any accident/mishap due to negligence of security personnel shall be the responsibility of firm and IWAI not pay for any such losses whatsoever.
- 6 The agency will have to provide mobile telephone to all guards (Unarmed) by which senior most responsible officer at field level can be contacted at any time of day or night in emergency. The responsibility should be under taken on round the clock basis, including holidays.
- 7 The agency shall ensure that no unauthorized person enters the IWAI premises and create nuisance, disturbance, theft or pilferage of IWAI property or unauthorized transportation. The agency shall apprehend the culprit and bring it to the notice of authorities of IWAI.
- 8 The firm will pay for any losses of IWAI property due to theft/robbery. IWAI decision on this issue is final
- 9 The agency shall arrange to conduct surprise checks and generally supervise the performance and turn out of the personnel posted at the 'Varanasi, Allahabad and RIS stations (Govindpur, Zamania and Ramnagar' site.
- 10 The agency shall submit necessary report to the IWAI regarding unusual occurrence or untoward incidents within one hour over phone. For this purpose concerned officer may be contacted.
- 11 In the event of any theft, pilferage, loss, damage or injury, to the properties of IWAI or to their employees due to negligence or omission of duty committed by any of the personnel of the agency, the agency shall be held liable for all the loss/damage and in such event the IWAI can claim the value of such loss/damage from the agency.
- 12 The security agency's security personnel shall not engage themselves, directly or indirectly in any commercial activities or employment over and above their employment with the security agency.
- 13 The successful security agency only should execute the contract work awarded and subcontracting of work is not permitted.

14 The prices mentioned in the contract shall not be subjected to escalation or increase on any account whatsoever. No escalation/overrun compensation shall be paid.

5. Eligibility to be private security guards

Physical standards and Qualifications: The employees of the Company/Agency shall be of Good character and of sound health as per stander provided under the PSARA-2006 and training should be provided as per PSARA-2006.

a. Security Guard(Armed)

- i. Age: Not more than 20-50 Years
- ii. Character: Very Good
- iii. Education Qualifications: Matriculate.
- iv. Eye Sight: 6/6
- v. Hearing: No deaf.
- vi. Physical Standards: Height 5ft 6 inches minimum (Except hill tribes.) Physically fit.
- vii. Valid fire arm licence

b. Security Guards (Unarmed) :

- i. Age: Not more than 20-50 years.
- ii. Character: Very Good
- iii. Education Qualifications: Matriculate.
- iv. Physical Standards: Height 5ft 6 inches & physically fit.
- v. Eye Sight: 6/6
- vi. Hearing: No deaf.

6. Issue of Photo Identity Card

- i. Photo identity card for security guards shall be issued by the private security agency employing or engaging the guard as per form IX of the PSARA -2006 .
- ii. The photo identity card shall be issued in such form as may be prescribed
- iii. Every private security guard shall carry in his person the photo identity card and shall produce it on demand for inspection by the controlling authority or any other officer authorized by it in this behalf. The identity cards should be got attested by IWAI and the firm.

7. Registers to be maintained by a private security agency:

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

8 PENALTY

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

9 PERIOD OF CONTRACT AGREEMENT:

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

- ii. IWAI administration reserves the right for termination of contract on IWAI accounts with intimation of 01 months period notice to the firm.

- iii. Any change in the care taking personnel should be done with prior approval of IWAI. Any change without approval will be treated as absenteeism of the particular security personals.

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

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

PART – V
BILL OF QUANTITY
SCHEDULE

SCHEDULE – A

Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations at various locations under R.O Patna in Uttar Pradesh during Jun 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	Unarmed Security Guard (for class B city)	9	15912.00	
2	Unarmed Security Guard (for class C city)	6	13572.00	
3	Armed security Guards (for class B City)	6	17498.00	
	Total	21		

Note-

- a. Payment to staff shall be paid on or before 10th of every calendar month.
- b. The contractor shall be enclosed 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. The number of deployed unarmed security guard may be increased\decreased as per the requirement of IWAI.

BILL OF QUANTITIES

Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations (Govindpur, Zamania and Ramnagar) locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019

Sl. No.	Item Description	Quantity	Unit	BASIC RATE In Figures TO be entered by the Bidder	TOTAL AMOUNT
1.0	Bidders to quote the salary per month per head including all taxes, ESI, EPF, contractor profit etc except GST (in Rs.) in respect of guards as mentioned below	210	Man month		
1.01	Minimum salary/wages to be paid		Man Month		
	Armed guards Class B city	60.00	Man month		
	Unarmed Guards Class B city	90.00	Man month		
	Unarmed Guard Class C city	60.00	Man month		
2.00	ESI/EPF/Contractor profit				
2.01	Un armed Guards (Class B city)				
	Bidders to quote EPF for unarmed guards in Class B city	90.00	Man Month		
	Bidders to quote ESI for unarmed guards in class B city	90.00	Man Month		
	Armed Guards (Class B city)				
	Bidders to quote EPF for armed guards in Class B city	60.00	Man month		
	Bidders to quote ESI for armed guards in class B city	60.00	Man month		
					Cont...d

	Un armed Guards (Class C city)				
	Bidders to quote EPF for unarmed guards in Class C city	60.00	Man month		
	Bidders to quote ESI for unarmed guards in class C city	60.00	Man month		
3.00	Bidders to quote his profit				
	Contractor profit for armed guard Class B city	60.00	Man month		
	Contractor profit for unarmed guard Class B city	90.00	Man month		
	Contractor profit for unarmed guard class C city	60.00	Man month		
	Total				
Total in figure as per s.no-01:-					

PART – VI

ANNEX

Annexure -I

AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works for _____

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished _____ as security for the due 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 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 _____

Annexure-II

WARRANTY FORM

M/s (hereinafter referred to as the Contractor) having carefully studied all the tender documents pertaining to the Contract for Supply and deployment of Armed and Unarmed Security Guards for safety and security at Varanasi, Allahabad terminal and RIS stations at various locations under R.O Patna in Uttar Pradesh during Jun 2018 to March 2019 and the local conditions having undertaken to execute the said works.

DO HEREBY WARRANT THAT: -

1. The Contractor is familiar with all the requirements of the Contract.
2. The Contractor has investigated the work site & also visited IWAI office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Contractor shall mobilize the necessary qualified & experienced security guard before the date of issue of work order.
4. The Contractor is satisfied that the work may be performed and completed as required in the Contract.
5. The Contractor accepts all risks directly connected with the performance of the Contract.
6. The Contractor has/had/have no collusion with other Contractor, with any of the men of the Engineer-in-Charge or with any other person in Authority to execute the said works according to the terms and conditions of the said Contract.
7. The Contractor has not been influenced by any statement or promise of the Authority or E-I-C but only the Contract Documents.
8. The Contractor is financially solvent.
9. The Contractor is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Contractor is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.
11. I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us an Inland Waterways Authority of India regarding works mentioned in Para-1 without any notice, reason or compensation and non-issue of tender documents in future.

Date

For and on behalf of the Contractor

Annexure – III

DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC
FUND TRANSFER SYSTEM

(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD)

NAME OF THE PROJECT: _____

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:

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

Note- Contractor need not require to deposit above Bank certificate at the time of tendering and same will be asked by IWAI as and when required.

LIST OF COURT CASES DURING LAST 5 YEARS

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

LIST OF ARBITRATION CASES DURING LAST 5 YEARS

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

**Notice for appointment of Arbitrator
[Refer Clause 23]**

To,
The Chairman, IWAI

.....
.....

Dear Sir,

In terms of clause 23 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.