

# **TENDER DOCUMENT**

**FOR**

**Maintenance & Operation Services for Swimming Pool at NINI  
Gaighat, Patna.**

TENDER NO. – IWAI/PTN/17(41)/NINI/SP/18-19



**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Govt. of India)

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

Phone no. : 0612 – 2310026, Fax No. – 0612 – 2310029

E-mail : - [dirpat.iwai@nic.in](mailto:dirpat.iwai@nic.in)

## CHECK LIST

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

Sl No.	Document to be attached	Registration No. (in relevant rows)	Attached Sl No.	Remarks
1.	Scanned copy of registration of firm.			
2.	Scanned copy of tender document and tender acceptance letter.			
3.	Scanned copy of blank proforma.			
4.	Scanned copy of cancelled Cheque.			
5.	Scanned copy of Tender Fee and EMD.			
6.	Scanned copy of Pan number.			
7.	Scanned copy of GST number.			
8.	Scanned copy of Affidavit of authorisation from Notary.			
9.	Scanned copy of Affidavit of company not blacklisted.			
10.	Scanned copy of completion certificate of similar work done.			
11.	Declaration of no alteration in tender document.			
12.	Scanned copy of additional relevant document.			



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

Date: .....

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: IWAI/PTN/17(41)/NINI/SP /18-19

Name of Tender/Work: - Maintenance & Operation for Swimming Pool at NINI Gaighat, Patna.

Dear Sir,

1. I / We have 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. Gulzarbag Patna – 800007  
(Bihar)

**Tender no. IWAI/PTN/17(41)/NINI/SP/18-19**

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced, reputed Swimming Pool operator for the Maintenance & Operation of Swimming Pool at NINI Gaighat, Patna. Details and Tender document can be downloaded from 27.07.2018 to 17.08.2018 from our web site 'www.iwai.nic.in' and CPPP Portal 'https://eprocure.gov.in/eprocure/app'. Last date for submission of online bids is 17.08.2018 up to 15.00hrs and date of opening of tender is on 18.08.2018 at 15.30hrs. Submission of online bids will be through https://eprocure.gov.in/e-procure /app.

Date: 26.07.2018

Director



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

0612 – 2310026, Fax No. – 0612 – 2310029

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

E-mail: [dirpat.iwai@nic.in](mailto:dirpat.iwai@nic.in)

### DETAILS OF NOTICE INVITING TENDER

**Tender no. IWAI/PTN/17(41)/NINI/SP /18-19**

1. IWAI invites tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experienced, reputed Swimming Pool operator for Maintenance & Operation for Swimming Pool at NINI. The Bids will be placed Tender document at IWAI R.O Gaighat Patna. Tender document may be downloaded from the “www.iwai.nic.in” and CPPP Portal ‘<https://eprocure.gov.in/eprocure/app>’. as per the schedule as given in critical date sheet as under: -

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

Name of Work	Maintenance & Operation for Swimming Pool at NINI Gaighat, Patna.
Date of Publishing	27.07.2018
Document Download Start Date & Time	27.07.2018 15:00 Hrs.
Pre-Bid Date & Time	Nil
Bid Submission start Date & Time	27.07.2018 15:30 Hrs
Bid Closing/Document Download End Date & Time	17.08.2018 15:00 Hrs
Bid Opening Date & Time	18.08.2018 15:30 Hrs
Estimated Cost in Rupees including all taxes, contractor profit, other statutory dues etc. excluding GST as applicable as per tender	4,25,570/-
Tender Fee (In Rs.) Including GST	1180/-
EMD (In Rs.)	9,000/-

2. Bids shall be submitted only at IWAI R.O Gaighat Patna shall be accepted and liable to be rejected.
3. The Hard Copy of original documents in respect of cost of tender document, earnest money, other documents in original as asked in this tender document may be delivered at the office of Director, IWAI, Jalmarg Path, Gaighat, Gulzarbag, Patna-800007 on or before bid opening date/time as mentioned in critical date sheet. Bidder shall likely to be liable for legal action for non-submission of original payment like RTGS/NEFT, etc., against the submitted bid. RTGS/NEFT submitted for tender fee shall be non-refundable.
4. EMD and Tender fee must be in approved mode (RTGS\NEFT) and duly signed and sealed in separate cover along with filled Technical Bid with necessary enclosures shall be submitted in physical form (hard copy) in person/by speed post on or before 17.08.2018 at 15:00 hrs to the Director, IWAI, Patna. No-receipt of which the tender is liable for reject.

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

- i. The tenderer shall be registered with the concerned department and having registration certificate with GST and the scan copy of the same may be submitted by the tender along with online bid.
- ii. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
- iii. The tenderer shall submit required Earnest Money Deposit in the form of RTGS/NEFT only payable in favour of “IWAI Bond Fund” in the A/c No. **0352101045139, IFSC Code: CNRB0000352**, Canara Bank, Main Branch, South Gandhi Maidan, Patna-800001. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause 6 shall be deemed to be rejected.
- iv. The scan copy of RTGS/NEFT receipt for tender cost and EMD with Transaction ID must be enclosed along with the e-bid. In case of the EMD and tender fee receipt is not enclosed along with the e-bid, the bid is liable for rejection.
- v. The firm should have valid Permanent Account Number (PAN).

Parties fulfilling the above indicative eligibility criteria can download tender document from the “<https://eprocure.gov.in/eprocure/app>” and IWAI’s website “[www.iwai.nic.in](http://www.iwai.nic.in)”. Bidders submitting the downloaded version of tender document is required to submit Rs 1,180 (GST), (Rupees Two thousand plus GST (18%) only) i.e. an amount equal to the cost of tender document along with tender in the form of RTGS/NEFT.

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

6. 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 17.08.2018 and it will be opened on 18.08.2018 at 15.30 hrs.

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

Sl. No.	Location of work	Description of works	Estimated Cost (In Rs.) including all taxes, contractor profit, other statutory dues excluding, GST as applicable as per tender	EMD (in Rs.)
1	National Inland Navigation Institute, Gaighat, Patna -800007	Maintenance & Operation for Swimming Pool at NINI Gaighat, Patna.	4,25,570/-	9,000/-

8. 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 Maintenance & Operation of Swimming Pool 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 the price bid (BOQ for Maintenance & Operation for Swimming Pool at NINI Gaighat, Patna.) 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”.

9. Earnest Money Deposit (EMD) and tender cost must accompany each tender and tender not accompanied by the EMD and tender cost shall be rejected as NON-RESPONSIVE. The EMD and tender cost for an amount as specified above shall be submitted in the technical bid.

**However, In respect of Clause No. 4 (v) and 8 Micro, Small and Medium Enterprises (MSME)/NSIC or are registered with the Central Purchase Organization Ministry or Department or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) for the relevant work are exempted from depositing EMD and Tender Fee.**

10. Opening of Tenders & Evaluation

- (a) Tenders shall be opened online by the tender evaluation committee at IWAI, Gaighat, Gulzarbagh, Patna-7 at **15.30 hrs on 18.08.2018** in the presence of representative of the tenderers who choose to remain present.
- (b) After the online opening of the tenders, the first part i.e. Technical bid shall be evaluated by the Tender Evaluation Committee (TEC) as constituted by the Authority. The second part i.e. Price bid will be opened online by the same TEC only for those tenderers who become technically qualified after the evaluation of technical bid on a suitable date.
- (c) The tender shall be evaluated on the basis of only document submitted by the bidder online and no documents shall be considered from manual bids/offline bids.

11. 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.

12. 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.
13. The technical bid shall be opened on 18.08.2018 at 15.30 hrs in the presence of intending bidders.
14. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

**DIRECTOR**



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

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

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

difficulties faced during the submission of bids online by the bidders at the eleventh hour.

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

Contact person: Principal (NINI)  
Contact Telephone Numbers: - +91-7081975281

## WARRANTY FORM

M/s \_\_\_\_\_

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the contractor) having carefully studied all the documents, specifications, designs, drawings etc pertaining to the contract for the Maintenance & Operation of Swimming Pool for National Inland Navigation Institute (NINI), Gaighat, Patna during August 2018 to March 2019. And the local and site conditions and having under taken to execute the said works:

### **DO HEREBY WARRANT THAT:**

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

Date:

For and on behalf of the Contractor.

Signature :

Name : \_\_\_\_\_

Stamp : \_\_\_\_\_

## **Providing Maintenance & Operation of Swimming Pool at National Inland Navigation Institute (NINI), Gaighat, Patna.**

### **General Terms and Conditions:-**

1. Tender quotes should be submitted in official tender form only. If submitted in any other means, the same will summarily be rejected.
2. The schedule at Annexure – I (Scope of Work) issued along with the tender form listing the services to be rendered by the service provider must not be altered by the tenderer. Any modifications/alterations of the schedule considered necessary by the tenderer should be mentioned in a separate letter accompanying the tender quotes.
3. No paper of the tender form shall be detached from the tender.
4. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender form unless duly countersigned by the tenderer. The tender form should be filled in duly and submitted in strict accordance with the instructions laid down herein; otherwise the tender quotes is liable to be ignored.
5. The tender quotes is liable to be rejected if complete information is not given therein, or if the particulars and data (if any) asked for in the Schedule attached to the tender form are not filled in.
6. Individual who is signing the tender or other documents connected with tender must specify whether he / She sign in as
  - a) A sole proprietor of the concern or constituted attorney of such sole proprietor.
  - b) A partner of the firm if it is a partnership firm, in which case he must have the authority to execute contracts on behalf of the firm and refer to the arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - c) Director or any officer duly authorized by the Board of Directors of the Company.
  - d) In case of (b) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general Power of Attorney should be furnished. The attested copy of the certificate of registration of firm should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the

tender form and all other related documents must be signed by all the partners of the firm. In case of (c) the person signing the tender form should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the any authorized Officer should be attached.

e) Indication of any of the above should be mentioned along with the documentary proof for the same. In case of sole proprietor all the valid documents should be in the name of sole proprietor. **TENDER DOCUMENTS NOT ACCOMPANIED WITH VALID PROOF WILL BE TECHNICALLY REJECTED. ANY UNSATISFACTORY REMARKS DURING THE VISIT OF RUNNING SITES OF VENDOR BY EIC WILL BE LIABLE FOR REJECTION OF TENDER.**

7 Bidder 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 authorize person of the bidder organization as followings.

a. If the tender is submitted by an individual, it shall be sign 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 a case a certified copy of the power of attorney shall accompany the tender. Such limited company of corporation may be required to furnish satisfactory evidence of its existence before the contract is avoided. "Satisfactory evidence" means the certificate of incorporation of the limited company or corporation under Indian companies act, 1956.

e. If the tender is submitted by a group of firms, the sponsoring firm shall be submitted complete information pertaining to each firm in the group and stay along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract documents 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 firms in the firm in the tender shall be furnished along with the tender.

- f. All witness's sureties shall be persons of status and their full name, occupation and addresses shall be stated below their signatures. All signatures a fixed in each page in the tender will be dated.
- g. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members, the technical Capacity and Financial Capacity of their respective Associates would also be eligible as per the terms hereunder.
- If the Bidder is a public listed company, it shall submit a copy of its Annual Financial statements for the last \ (three) financial years preceding the Proposal Due Date clearly setting out the relationship of Associates with the entity whose technical/financial capacity is relied upon. In casa bidder [other than a public listed company], relies on the eligibility capacity of is Associates, they shall be required to submit a Certificate from their respective statutory auditors stating that the entity whose Technical/Financial Capacity is considered for the purposes of this TENDER and the Bidder are Associates in terms hereof. In case the experience of Associate is claimed by a Bidder, the Bidder shall ensure that such entity continues to remain its Associate through the term of Contract.
- For purposes this TENDER, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
9. While submitting the bids, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets. The details of the RTGS/NEFT any other accepted instrument, physically sent, should proper. Otherwise submitted bid will not be acceptable.
10. 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.
11. If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- Signing of agreement on stamp paper of Rs. 1000/- in the prescribed form within 15 (Fifteen) days of the receipt of letter awarding the contract.
  - Commencement of Swimming pool Service within 10 (Ten) days of the receipt of the letter awarding the contract.

12. The commercial bids shall be valid in the case of all the tenders for at least 3 months from the date of opening of technical bid and if any tenderer withdraws or alters the terms of the tender during the period, the Earnest Money Deposit submitted by the tenderer shall be forfeited. In the case of the successful tenderer should be remitted by him as Security Deposit for the entire period of contract and the deposit so retained shall not bear any interest during the period of retention including Extended period, if any. The contractor is fully responsible for the maintenance/cleanliness, leakage and damage done to swimming pool and sanitary, electrical fittings and fixtures installed in the space provided to him by NINI. Furniture provided to contractor should be maintained properly. Any loss/damage to the same will have to be made good by the contractor at his cost else, the same will be deducted from the monthly bill claim and at the time of expiry of contract, pending if any, will be reduced from security deposit.
13. Corrections if any, while filling the tender form must be attested properly. All pages should be duly signed.
14. The tender quotes received without the required EMD and beyond the scheduled time of closing of tender will not be considered. Tenderer should give proper documentation for all the items in the technical bid. Only on satisfying the conditions that all documents /information required have been furnished fully and correctly, and if so required, after visiting/inspecting the sites/institutions where there is a running contract, IWAI/NINI will open the Financial Bid. In case any contractor(s) withhold(s) information/documents or the contractor is not found suitable due to unsatisfactory remarks during the examination/enquiry/visit to the running sites, the financial bid shall not be opened.
15. IWAI/NINI reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons, and is not bound to accept the lowest bid since due weightage shall be given to several factors besides the commercial bid.
16. The Contractor shall be responsible for engaging adequately skilled/trained manpower required for providing good Swimming pool Service in the Institute.
17. The employees of the Contractors should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and the proof for the same should be given by registered medical physician and they should be in uniform while on duty.
18. The Contractor will, prior to the commencement of the operation of contract, make available to IWAI/NINI the particulars of all the employees who will be employed, such particulars inter-alia should include age, date of birth, permanent address, conduct report (from some renowned persons) and profile of the Health Status of the employees should be enclosed. No employee should be in underage of 18 years and documentary evidence should be provided by the contractor. Further, in the event of any claim, action or suit is instituted against IWAI/NINI, the contractor shall be required to reimburse to IWAI/NINI any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined.



IWAI/NINI shall also have the right to deduct these amounts from the payment due to the contractor while settling the payments.

19. The Institute shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between contractor and such persons as will be employed by him. While engaging his employees the contractor will make these conditions clear to them categorically and in writing and their acceptance of these terms shall be communicated to the institute also.
20. The Swimming pool Service contract shall remain valid for a period of **08 month** from the date of offer of contract and it may be renewed on mutually acceptable terms and conditions for further period of maximum of One year. The contract once awarded can be terminated by either party after giving one month's notice to the other party. Nevertheless, IWAI/NINI may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract. IWAI/NINI's decision that a breach has occurred will be final and shall be accepted without demurrage by the contractor.
21. The contractor shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws of central Government including registration with provident Fund, Employees State Insurance, GST, Health and Sanitary, Municipal registrations etc., An undertaking to that effect that he has not been blacklisted by any of the ministry/government/autonomous bodies in the past five years and that he has all the documents in respect of all statutory obligations/ rules should be provided along with the technical bid of the tender. An affidavit notarized should be provided by the successful tenderer that he is having all documents and other licenses as per statutory provisions of law to run this contract.
22. The contractor shall be responsible to maintain the equipment's and other articles supplied by the IWAI/NINI in good condition. In case of any damage, he shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the contractor him-self. In case of theft or damage, contractors shall replace items lost, broken or damaged with items of the same quality at his own cost and expense.
23. IWAI/NINI shall in no way be responsible for any default with regard to any statutory obligation and the contractor will indemnify IWAI/NINI in case of any damage or liability, which may arise on account of action of contractor.
24. Dispute, if any, arising out of the Maintenance & Operation of Swimming Pool Contract shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by the Director, IWAI/NINI at Patna as per the provisions of the Indian arbitration and conciliation Act 1996 and the Rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8%

charged simply on the award amounts, or amount payable to either party.

25. Tender quotes shall be accompanied by the relevant documents including the following;
- Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the contractors are currently providing/has provided the same type of service.
  - Certificates in support of all statutory registrations and it should be registered in the name of firm/sole proprietor/partner.
26. Care must be taken to ensure while carrying out the work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or to any other property of IWAI/NINI, the contractor shall repair/replace the same at their own cost, failing which the same will be got done at their risk and cost. The decision of the designated officer for this purpose shall be final which will be binding on the contractor.
27. All work shall be carried out with due care with regard to the convenience of IWAI/NINI. The orders of the concerned authority shall be strictly observed.
28. The contractor will work in close co-operation and co-ordination with other agencies working at site.
29. The Contractor has to deploy their manpower and work during holidays, late hours as well as Sundays according to the requirement and convenience of IWAI/NINI and the occupants, including Hostellers, while ensuring weekly offs to their staff/manpower as per statutory requirements.
30. The Contractor shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the students, staff, faculty & officers is always good and cordial. If it is found at any stage that the conduct or efficiency of any person deployed by the Contractor becomes unsatisfactory, the Contractor shall have to remove the person concerned and engage a new one within 48 hours of intimation by IWAI/NINI. The decision of the Designated Officer in this regard shall be final which will be binding on the contractor.
31. IWAI/NINI is not bound to provide any mode of transport in respect of men or material required for the contract.
32. The swimming pool facility is solely used by the inmates of swimming instructor and IWAI/NINI personal exclusively. No outsiders will be permitted without the explicit permission of IWAI/NINI management in exceptional cases.
33. The contractor will have to keep open the swimming pool all seven days of week throughout the year duly ensuring weekly / pay offs/ to the staff deployed as per statutory requirements.
34. Use of plastic cups and plastic carry bags is highly discouraged and the contractor shall give an undertaking to use environment friendly material only. As campus is NO

SMOKING ZONE, hence sale and use of tobacco, cigars, liquor is strictly prohibited.

35. All statutory obligations under various laws from time to time will have to meet by contractor for which no extra payment shall be made to him at any time during the contractual period.
36. The contract shall at all times indemnify and keep indemnified the principal employer, the head of the office and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of / or property or person of any sub contract and or the servants or agents of the contractor any sub – contractor (s) and or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act and/ or their Industrial Legislation form time to time in force.
37. The payment towards swimming pool bills of IWAI/NINI shall be released on monthly basis after satisfactory completion of the catering job on submission of bills in duplicate by the contractor along with authorization for supply. The bills should be submitted in the same format as IWAI/NINI may prescribe from time to time.
38. Income Tax (TDS) as applicable at prevailing rate will be deducted at source. However, in the event there is any query, objection or dispute with regard to any bill or a part thereof, the contractor shall not be entitled to any interest to be paid for late payment till such time that the query, objection or dispute is resolved. The contractor will be entitled for payment of amount as agreed by IWAI/NINI per month after deducting TDS as per the existing rates including the cost of men and material for performance of the duties mentioned in this contract of one year beginning from the date of awarding the contract service. The payment shall be made by IWAI/NINI every month of the related amount on presentation of bill for such payment by the contractor in the first week of each succeeding month. The bill should be accompanied by such certificates as IWAI/NINI may prescribe form time to time. In the event of failure in maintaining the Maintenance & Operation of Swimming Pool on any day up to be desired standard in part or full, the contractor is liable to the penalized minimum of Rs. 500/- (Rupees five hundred Only) per day which shall be recovered from the bills or otherwise including security deposit for purpose of imposing penalty. A committee will be nominated by competent authority to check the maintenance from IWAI/NINI side. The decision of Director will be final and binding on the contractor and shall not be subject to dispute or arbitration.
39. The contractor shall deposit 10% of work award value as **Security Deposit** with IWAI/NINI. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any, of the Contractor to IWAI/NINI. The EMD of successful tenderer will be converted as security deposit and the EMD of unsuccessful tenderers will be refunded.

40. As per IWAI/NINI policy, payments and receipts to Government and semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be to nearest i.e., paise 50 or above will be rounded off to the nearest higher rupees and paise less than 50 will be ignored.
41. The workmen employed by the contractor shall be directly supervised and controlled by the Contractor, and shall have no relation whatsoever with NINI, Patna. IWAI/NINI shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against IWAI/NINI for service or regularization of services by virtue of being employed at IWAI/NINI against any temporary or permanent posts at IWAI/NINI.
42. The work executed shall be to the entire satisfaction of EIC/ Competent Authority of IWAI/NINI Patna.
43. The contractor shall ensure that either he or his representative is available for proper administration and supervision at the works.
44. IWAI/NINI shall in no way be responsible for any default with regard to any statutory obligations and contract will indemnify IWAI/NINI in case of any loss or damage or liability, which may arise on account of action of the contractor.
45. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, IWAI/NINI may terminate the contract awarded to the contractor without assigning any notice in case of breach of the contract by the contractor. IWAI/NINI decision that breach has occurred will be final and shall be accepted without demur by the contractor.
46. In case of L-1 becomes more than one, then the past performance, annual turnover, rental quoted for the premises by the tenderer will be the criteria for selection and it would be at the sole discretion of the EIC as constituted by the Director, IWAI/NINI, Patna in selecting the Swimming pool Service Provider. The recommendation of the committee will be final in all respects and will be acceptable to all the tenderers.
47. The contractor is required to furnish his staff deployment pattern for efficient running of the Maintenance & Operation of Swimming Pool with details of number of operator and the contractor will bring their own tools, chemical etc., in sufficient quantity required to maintain the Maintenance & Operation of Swimming Pool in addition to what is provided for by IWAI/NINI.
48. If any relative of the tenderer is an employee of the IWAI/NINI, the name, designation and relationship of such employee shall be intimated to the Director, IWAI/NINI in writing while submitting the tender. IWAI/NINI reserves the right of selecting/rejecting any tender without assigning any reason.
49. The contract will be awarded on the following basis:

- Duly filled in tender document by the tenderer in all respects without deviation.
  - Highest facility charges (including electricity and water charges) offered by the tenderer for the use of IWAI/NINI Swimming pool premises. Minimum reserve price on account of maintenance charges is indicated by IWAI/NINI. Tenderers whose rates are found lesser than the reserve price will not be considered for award of swimming pool contract.
  - Best remarks during the visit/examination/enquiry to the current running sites of the vendor by the EIC
  - Agree to accept the terms and conditions of the tender and further advice by IWAI/NINI Management even after selection.
  - Duly attached specified EMD money (returnable after the expiry of contract for selected vendor/returnable for unsuccessful vendor after completion of tender process) in NEFT/RTGS payable to **IWAI BOND FUND**, Patna along with tender document.
  - Duly attached clientele list, information on annual turnover and availability of necessary valid documents for the amount quoted for Swimming pool in the commercial bid.
  - L1 rate quoted by the tenderer is not the only criteria for selection but also the recommendation made by EIC taking care of all the above criteria in all respects will be taken into consideration for finalization of the tender. Post tender correspondences in this regard will not be entertained in this regard.
50. 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.
51. 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.
52. 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 @0.5 % per week (delay of work to be computed on per day basis) on the total value of the order subject to maximum of 10%.
53. Contractor shall be responsible for cleaning and neatness of swimming pool area.

Director  
Inland Waterways Authority of India, Patna

## **Annexure -I – DETAILED SCOPE OF WORK**

1. That the Contractors will be fully responsible for everything in relation to operation and maintenance of Swimming Pool including cost of material (Chemical, Chlorine etc.) required from time to time.
2. That all equipments required for functioning of the swimming pool shall be provided by NINI, however, Contractor will be responsible for safe custody and working of equipments.
3. That the Contractor shall be responsible for maintenance of the swimming pool as per Byelaws of Bihar Govt and Police Authority.
4. That the workers so appointed by the Contractor will do the following duties:
  - I. Meet the health requirements of the each bather.
  - II. Maintain sanitation in bathhouse / change room.
  - III. Test the water before each session.
  - IV. Ensure the blend of chemical / chlorine etc. added in the swimming pool water to be as per Health Trade License standards.
  - V. In case of any loss of health due to poor sanitation or water treatment the Contractor shall be held responsible.
5. That life guard shall perform following functions:
  - I. To prevent unauthorized use of swimming pool by any person other than trainee officers visiting NINI unless allowed by NINI.
  - II. To pay attention to any security related matter.
  - III. To introduce the pool to officers.
  - IV. To ensure fitness of officers.
  - V. To provide safety to officers and keep safety equipments always in order to be used.
6. That the work of maintenance of swimming pool shall include:
  - I. Mixing of chemicals / chlorine which will be supplied by Contractor at his cost.
  - II. General cleaning, floor brooming, cleaning changing rooms, bathrooms & toilet block, pump room, store room, surrounding area etc.
  - III. The Contractor shall arrange all consumables and chemicals as and when required at his cost.

### **OTHER FUNCTIONS OF CONTRACTOR INCLUDE:**

1. To carry out the vacuum cleaning to clear the bottom of pool and keep it free from all dust particles as and when required.
2. To ensure washing the filter to keep the high reading of pressure gauge maintained on the filter at the required level.
3. To treat swimming pool water suitably with chemicals.
4. To keep the chlorine level and PH level of water at normal position.
5. To check all the electrical system, recirculation pump, washer ball, valves etc. completely during every operation.
6. To check under water lights and their transformers periodically to keep them working.
7. To check every day chlorine PH levels.
8. To clean water line of tiles.
9. To clean vacuum pool floor, if needed.
10. To check and maintain filter gauges.
11. To check over flow channel and clean if required.
12. To clean the tiles around the pool.
13. To check and clean all other things essential for maintenance and operation of swimming pool and fountain.
14. To operate and maintain fountain as per timings specified by NINI.
15. To perform any other function not specified above with regard to proper upkeep running and maintenance of swimming pool.
16. Chemicals such as chlorine, Alum etc. and any other items that are used for the maintenance purpose will be purchased by the Contractor and the Institute will not pay any amount for such items.
17. To ensure that water quality in the pool shall be as per standards issued by the Bureau of Indian Standards (BIS). The Contractors shall test the quality of water periodically as per the standards and maintain a proper record of this. The Contractor shall also maintain water testing kit at the site.
18. To ensure that tubes and swim suites provided by NINI are returned/ deposited after the termination or expiry of this contract to the company.
19. To ensure that life guard is qualified as per Govt. Regulations.
20. To ensure that all the employees of the Contractor shall be issued Identity cards bearing their photographs.

21. To provide uniform and ensure that the uniform is clean and well maintained.
22. That the Contractors will be responsible for all the expenses incurred by the swimmer(s) if he (they) suffers (suffer) any disease/ infection/ injuries on account of non- standard chemical used by the Contractor for maintaining the swimming pool.
23. To ensure that students wear swimming costumes while swimming.
24. To ensure that those who do not know swimming are not allowed entering the pool.
25. To ensure that Life Guard is expert in saving the life in case of emergency.
26. To ensure that all safety devices are available at swimming pool at all times and no one enters the pool without using them.
27. Repair of plant, suction pump etc. will be the responsibility of the Contractor. Cost for repairs will be borne by NINI.
28. To ensure that swimming pool is operated as per timing instructed by NINI.
29. To ensure that lights of swimming pool are working condition. Cost for repair / replacement will be borne by NINI.
30. The work will involve in providing **Two skilled technicians** for operation of filter plant every day from 6:00 a.m. to 6:00 p.m. including Sunday & Holidays.
31. All the floating dirt & leaves will be removed from the swimming Pool and surrounding areas.
32. Suction sweeper Bottom Cleaner will be operated regularly to remove settled dirt from pool floor for maintaining cleanliness and hygiene in Swimming pool.
33. Water leaves will be checked in pool & balancing tank filtration plant will be operated at proper working pressure.
34. Water samples should be taken and tested four times a day for residual chlorine and pH parameter and chlorination treatment with other chemical dosing treatment will be administrated as per water parameters.
35. After dosing, the parameters will be rechecked and record of residual chlorine and pH will be maintained in log book.
36. Pool scum / overflow channels and balancing tank will be cleaned as per requirement to maintain in the log book.
37. The record of day to day operation and maintenance with availability of Chlorine and other chemicals will be recorded in the log book so as to maintain proper stock of material.
38. The services should be inclusive of all comprehensive maintenance of filtration plant related machineries as follows: (a) Comprehensive maintenance of filtration plant's pumps &



Electric motors. (b) Chlorination plants with necessary all equipments. (c) Main Electric panel board. (d) Suction sweeper machine with necessary all equipments. (e) All valves of Filtration Plants & foot valves. (f) All sizes of PVC pipes of filtration plants.

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

**INTEGRITY AGREEMENT**

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

BETWEEN

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

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

AND

.....  
(Name and Address of the Individual/firm/Company)  
through .....(Hereinafter referred to as the  
(Details of duly authorized signatory)  
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No :- IWAI/PTN/17(41)/NINI/SP /18-19 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Maintenance & Operation of Swimming Pool at NINI Gaighat, Patna – 800007” hereinafter referred to as the “Contract”.

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

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

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

## **Article 1: Commitment of the Principal/Owner**

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

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

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

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - 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 10 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 intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8: LEGAL AND PRIOR RIGHTS**

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

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

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

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

WITNESSES:

1. ....  
(signature, name and address)

# BOQ

## For Maintenance & Operation for Swimming Pool at NINI Gaighat, Patna.

SI No.	Description	Quantity	Units	Amount.
1.00	Maintenance & Operation for Swimming Pool at NINI Gaighat, Patna.	01	Per Month	



**Annexure – II**

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

**(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD) NAME OF THE PROJECT:**

**THE BANK ACCOUNT DETAILS ARE  
FURNISHED AS BELOW:**

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 NINI in case of any change in particulars given below and will not hold NINI responsible for any delay / default due to any technical reasons beyond NINI'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 NINI 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.

**Authorized Signatory Authorization No. \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Date:- \_\_\_\_\_**

**Official Seal/Stamp**

**Annexure -III**

**AGREEMENT FORMAT**

This agreement made on \_\_\_\_\_ day \_\_\_\_\_ year \_\_\_\_\_ between the National Inland Navigation Institute (hereinafter called the 'NINI' 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 NINI desirous of undertaking the works for

\_\_\_\_\_

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

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

- i) (a) Notice Inviting Tenders
- (b) Tender form 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 NINI 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 NINI to complete and maintain the "Works" in conformity in all respect, with the provisions of the agreement.

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  
*(National Inland Navigation Institute) Contractor*

*Signature* \_\_\_\_\_ *Signature* \_\_\_\_\_  
*Name & Designation* \_\_\_\_\_ *Name & Designation* \_\_\_\_\_  
*Stamp Stamp*

Witness: Witness:

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

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

Details of Available Items at Items at Swimming pool of NINI

SL NO	PARTICULARS	QTY
1.	Pressure sand filter (2mts Dia)	01
2.	Dosing pumps for Bacteriological treatment with 100 lts PVC tank ( for soda-Ash, Algae Removal, Chlorine)	06
3.	Circulation pump set	02
4.	Electrical LT Control cubical panel with incoming and outgoing switch gear.	01
5.	Air blowers with 5 HP moter	02
<b>Pool cleaning accessories</b>		
6.	Vaccum Head SS-304, 900mm long * 200mm width	01
7.	Aluminium Handle	02
8.	Self priming pump set on trolley- 3Hp	01
9.	Horse Pipe	30
10.	Deep Bag net	01
11.	Surface Net	01
12.	Curved brush for wall	01
13.	Algae Brush	01
14.	Pot Strainer	02

**LIST OF PRESENT AND PAST CLIENTS**

**(Please give complete details as per the following format. The information provided will facilitate evaluation of your Technical Bid)**

<b>Sr. No</b>	<b>Name of the Organisation with complete postal address mentioning Pvt Sector / Govt Body / PSU / Club/ College/ University / Training Institute etc</b>	<b>Name and Designation of the contact person with Tel. No. / Mob No./ Email ID</b>	<b>Period for which the contract was awarded.</b>	<b>No. of persons deployed by your firm / Company / Co – op Society etc</b>	<b>Nature of work (Swimming Pool) &amp; annual turnover from this client.</b>

**END OF THE PAGE**