



TENDER

FOR

SELECTION OF AGENCY FOR OUTSOURCING SERVICES  
FOR DEPLOYMENT OF STAFF FOR IWAI

TENDER No. 8/IWAI/Estt/02/2018

INLAND WATERWAYS AUTHORITY OF INDIA

JUNE, 2018

## DISCLAIMER

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

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**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Government of India)  
**A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301**  
**Tel (0120) 2544040 & (0120) 2474050**  
Email: [uksahai.iwai@nic.in](mailto:uksahai.iwai@nic.in) & [uks566@gmail.com](mailto:uks566@gmail.com)  
Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

**NOTICE INVITING E-TENDER**

**a) Introduction:**

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from **reputed, experienced & financially sound Companies / Firms / Agencies** for “Selection of agency for outsourcing services for deployment of staff for IWAI”.

**b) Critical Data sheet:**

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> & IWAI’s website “[www.iwai.nic.in](http://www.iwai.nic.in)” and are advised to pay INR 1,000/- (Rupees One Thousand only) as the cost of Tender document deposited to IWAI fund. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender Fee on submission of documents to the extent as per the Government of India rules. The cost of Tender Document is Non-Refundable.

<b>Document Download Start Date</b>	<b>04/06/2018 at 1100 hrs</b>
<b>Bid Submission Last Date</b>	<b>14/06/2018 up to 1500 hrs</b>
<b>Bid Opening Date</b>	<b>15/06/2018 at 1530 hrs</b>
<b>Cost of Tender Document</b>	<b>INR 1,000/-</b>

**c) Scope of the work:**

In brief, the Scope of Work for the appointed agency shall be to providing outsourced manpower for deployment at IWAI HQs at Noida. The detailed Scope of Work shall be as in Section – V of this document.

**d) Method of Selection:**

Bidders will be selected based on the Least Service Charge quoted as a percentage to the amount reimbursable as per the actual deployed.

**e) Clarifications:**

Written Clarification / Query if any on the Tender Document shall be obtained from the following address:

**The Assistant Secretary**

**Inland Waterways Authority of India**

**A-13, Sector – 1,**

**Noida-201301**

**Tel: (0120) 2544040 & (0120) 2474050**

**Email id: [uksahai.iwai@nic.in](mailto:uksahai.iwai@nic.in) & [uks566@gmail.com](mailto:uks566@gmail.com)**

**Website: [www.iwai.nic.in](http://www.iwai.nic.in)**

- f) IWAI reserves the right to accept or reject any or all Tenders without signing any reason and no correspondence shall be entertained in this regard.

**Assistant Secretary  
IWAI, Noida**

## **SECTION - I: INSTRUCTION TO BIDDERS**

## 1. BACKGROUND

- 1.1 Inland Waterways Authority of India (IWAI) was set up by an Act of Parliament, vide IWAI Act, 1986, for development and regulation of Inland Waterways for shipping and navigation. The Authority primarily undertakes projects for development and maintenance of IWT infrastructure on National Waterways through grant received from Ministry of Shipping. The head office of the Authority is at Noida. The Authority also has its regional offices at Patna, Kolkata, Guwahati and Kochi and sub-offices at Allahabad, Varanasi, Bhaglapur, Farakka, Hemnagar, Dibrugarh (Assam), Kollam, Bhubaneswar (Odissa), Vijayawada (A.P), Maharashtra & Chennai.

## 2. INTRODUCTION

- 2.1 The Employer will select a Service Provider / Manpower Agency / Agency / Bidder (the "Contractor") in accordance with the qualification criteria and method of selection specified in Clause 19.0 below.
- 2.2 The name of the Assignment / Job has been mentioned in Section - II: Data Sheet. Detailed scope of the Assignment / Job has been described in Section - IV: Scope of Work.
- 2.3 The date, time and address for submission of the Bids have been given in Section - II: Data Sheet.
- 2.4 The Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

## 3. ELIGIBILITY CRITERIA

The Bidders shall meet all the following pre-qualification criteria as under:

- 3.1 The Registered Office or one of the Branch Offices of the Bidder must be located either in Noida or NCR region of Delhi. The Bidder shall submit documentary proof of having registered office / branch office in Delhi / NCR.
- 3.2 The Bidder should have minimum experience of at least 5 years as on Bid Submission last date in providing satisfactory manpower services to Central & State Ministries / Departments, Statutory Bodies or Public-Sector Undertakings and / or Banks. The Bidder shall submit copies of Client Contracts & Good Performance Completion Certificates or any other relevant document proving the completion of the services, issued by their authorized signatories. The completion certificate, awarded by the client on its letter head should have a mention of start date & date of completion of assignment along with contract value, type & number of manpower provided.
- 3.3 The Bidder should have at least 100 employees on its payroll as on Bid Submission last date, out of which minimum 20 (twenty) employees must have been deployed at a single client organization. The Bidder shall submit photocopy copies of the latest payroll of the agency along with the other additional relevant supporting documents such as Appointment Letters / Employment Contracts / Salary Slips / Client Contracts etc. showing the number of employees under different categories.



- 3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in Clause 19.1 below. The Bidder shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditors / Chartered Accountant.
- 3.5 The Bidder must be registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State Insurance Act (ESI). The Bidder shall submit copies of EPF & ESI certificates.
- 3.6 The Bidder must be registered under Contract Labour (Regulation & Abolition) Act 1972. Registration No. of the Bidder must be submitted along with the documents. **Also, they must submit an undertaking of submitting the Labour License within 21 days of the award of the work.**
- 3.7 The Bidder should not have been blacklisted by any State or Central Govt. Department or PSU there under in the past. **The Bidder shall submit an undertaking in this regard.**
- 3.8 The Bidder shall also indicate the following:
- The Bidder shall have adequate resources for successful execution of the work and should be financially solvent. The Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Clause 19.1 below.
  - The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the agency for the last three financial years.

#### 4. **EARNEST MONEY DEPOSIT (EMD)**

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

<b>i.) Name of Bank Account:</b>	IWAI FUND
<b>ii.) Bank Name and Address</b>	Union Bank of India, Sector 15, Noida
<b>iii.) Bank Account Number</b>	513202050000007
<b>iv.) IFSC</b>	UBIN0551325

- 4.1.2 Bids submitted without the requisite EMD shall be rejected as non-responsive.
- 4.1.3 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- 4.1.4 The EMD of the unsuccessful (in financial offer) bidders would be returned within seven days of issuance of Letter of Acceptance to the successful Bidder.
- 4.1.5 The EMD of Technically unqualified bidders would be returned within seven days of

opening of Price bid.

4.1.6 The Earnest Money of the successful Bidder submitted in the form of RTGS retained as part of the SD, the balance SD may be submitted in Bank or as Bank Guarantee.

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

- (i) If Bid is withdrawn during the validity period or any extension agreed by the agency thereof.
- (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.
- (iv) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Contractor)
- (v) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (vi) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work
- (vii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.
- (viii) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
- (ix) In case the Bidder fails to furnish the prescribed Performance Bank Guarantee within the prescribed period.

## 5. TENDER FEE

All Bidders are required to pay the cost of Tender Document as mentioned in Section II through RTGS. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India rules. The cost of Tender Document is Non-Refundable.

## 6. BANK SOLVENCY

All Bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for the amounts as mentioned in Clause 19.1 below. The solvency certificate submitted by the Bidder shall not be older than one (01) year from the Bid Submission Last Date. **In case Bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.**

## **7. LANGUAGE**

The Bid as well as all related correspondence exchanged between the Bidder and the Employer shall be in English language. The Employer will evaluate only those Bids that are complete in all respects. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

## **8. BID VALIDITY**

Section – II: Data Sheet indicates for how long the Bids submitted by the Bidders must remain valid after the submission date. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. The Bidders have the right to refuse to extend the validity of the bids and bids of such Bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

## **9. PRE–BID MEETING- Deleted**

## **10. CLARIFICATIONS AND ADDENDUMS**

10.1 The Bidder may request a clarification on any clause of the document up to the number of days indicated in Section - II: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - II: Data Sheet. No request for the clarification shall be entertained if such request is received by the employer after the deadline for submitting clarifications.

10.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment, if required, which would be published on the website and e-procurement portal. The Employer shall use the following procedure mentioned hereunder:

At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> & on IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification which is posted on the above website from time to time. Declaration on the issue has been built up at S. No. 8 of Annex D.

## **11. ACKNOWLEDGEMENT BY BIDDER**

It shall be deemed that by submitting the Bid, the Bidder has:-

11.1 Made a complete and careful examination of the Tender;

11.2 Received all relevant information requested from the Employer;

11.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;

- 11.4 Updated itself about any amendments / clarifications that have been posted on the website; and
- 11.5 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document and its amendments and/or addendum, if any.

## **12. GUIDELINES FOR E-SUBMISSION OF THE BIDS**

- 12.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 12.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering.
- 12.3 The Bidder should enroll in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enroll Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.
- 12.4 The Bidders need to login to the site through their user ID / password chosen during enrolment/registration.
- 12.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 12.6 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 12.7 Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 12.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 12.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in NIT. The Bidder should also take into account the addendum / corrigendum published before submitting the Bids online.
- 12.10 Then the Bidder may log into 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.
- 12.11 The Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 12.12 From the favourite’s folder, he selects the tender to view all the details indicated.
- 12.13 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.

- 12.14 The 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 general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – II: Data Sheet. Each document to be uploaded online 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.
- 12.15 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 sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 12.16 The Bidder should submit the Tender Fee & EMD for the amount as specified in Section –II: Data Sheet. The original payment instruments should be posted/couriered/given in person so as to reach the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer.
- 12.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 12.18 The Bidder has to select the payment option as offline to pay the Tender Fee & EMD as applicable and enter details of the instruments.
- 12.19 The details of the DD / 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.
- 12.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. The 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 conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 12.21 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 automatically rejected.
- 12.22 The Price Bid is to be submitted as per the formats given in Section IV of the tender document and the scanned “pdf” file of the same shall be uploaded against the Financial Bid submission in the e-procurement portal. The Price Bid format must not be modified by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 12.23 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 online submission of Bids by the agencies at the eleventh hour.
- 12.24 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.

- 12.25 The Bidder should ensure / see that the Bid documents submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 12.26 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 these time settings during Bid submission.
- 12.27 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.
- 12.28 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.
- 12.29 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.
- 12.30 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.
- 12.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 12.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

### **13. SUBMISSION OF BIDS**

The Hard Copy of original instruments in respect of Tender Fee and Earnest Money Deposit must be delivered to the office of Assistant Secretary, IWAI on or before Bid closing Date & Time. Online Bids submitted without original payment instruments towards Tender document fee & EMD shall automatically become ineligible and shall not be considered for opening of bids. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must be delivered to the office of Secretary, IWAI on or before Bid Closing Date & Time.

The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers.

#### **13.1 Enclosure – I**

- a. Scanned copy of the proof of Tender fee as specified in Section II: Data Sheet or claim of exemption with supporting documents
- b. Scanned copy of the proof of EMD as specified in Section II: Data Sheet or claim of exemption with supporting documents
- c. Proof of bank solvency for the amount as specified in Clause 19.1 below.
- d. Power of Attorney for the authorized person of the agency as per Annex C of Section III. This form shall be accompanied by copy of agency identity card or general identity card (passport / Driving license / Voter's ID etc.) of the authorized representative.
- e. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the agency as per Annex – V of Section VII
- f. Scanned copy of Form of Tender (Annex A of Section III)
- g. Scanned copy of a signed declaration by the bidders (Annex D of Section III)
- h. Bidders Information Form (Annex E of Section III)
- i. Composition / Ownership / Shareholding pattern of the organization
- j. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the agency & Organization Chart.
- k. Registration / incorporation certificate of the agency / Firm.
- l. Integrity Agreement as per Annex – VI of Section VII
- m. Original tender document along with minutes of the pre-bid meeting & all addenda and corrigenda issued till date duly stamped and signed by the authorized signatory of the agency.

**13.2 Enclosure – II**

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Annex B of Section III for Average Annual Turnover
- e. Income Tax Return (ITR) filed by the Bidder for the last three financial years
- f. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex-III & Annex-IV of Section VII.

**13.3 Enclosure – III**

Scanned copy of complete Agency profile with details such as:

- a. Background of the organization
- b. Documentary proof of having registered office / branch office in Delhi / NCR
- c. Annex F: Details of Major Contracts handled along with Copies of Client Contracts & Good Performance Completion Certificates or any other relevant document proving

the completion of the services, issued by their authorized signatories in terms of clause 3.2 above

- d. Photocopy copies of the latest payroll of the agency along with the other additional relevant supporting documents such as Appointment Letters / Employment Contracts / Salary Slips / Client Contracts etc. showing the number of employees under different categories in terms of clause 3.3 above.
- e. Copies of EPF & ESI certificates
- f. Registration / License No. under Contract Labour (Regulation & Abolition) Act 1972 to be submitted along with the documents
- g. Copy of ISO certification for manpower services (if any)
- h. Undertaking in regard to blacklisting by any State or Central Govt. Department or PSU there under in the past.
- i. Undertaking in regard to the submission of Labour License within 21 days of the award of the work.

#### **13.4 Cover-II: Financial Bid**

Financial Bid as per Form FIN 1 & 2 in PDF format shall be used for quoting prices / offer and accordingly shall be uploaded in the Financial Cover i.e. Cover II.

- (i) This will contain the fee to be charged for providing the manpower services. All duties, taxes and other levies payable by the Bidder under the Contract, or for any other cause, shall be included in the fee to be charged by the Bidder except for the applicable GST which will be quoted separately as per Form Fin - 2. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same. The GST shall be paid as per the existing rules and regulations effective at the time of payment.
- (ii) All payments shall be made in Indian Rupees (INR) only.

13.5 The total duration of the services shall be as specified in Section – II: Data Sheet.

13.6 In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.

#### **14. EXTENSION OF BID SUBMISSION DATE**

The employer may extend the date of submission of bids and shall inform all the Bidders by issuing an addendum and uploading the same in website.

#### **15. LATE PROPOSALS**

Proposals received by the Employer after the specified bid submission date or any extension thereof, pursuant to Clause 14, shall not be considered for evaluation and shall be summarily rejected.



## **16. LIABILITY OF THE EMPLOYER**

The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The Employer shall not be liable for failure of online submission of bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, have been read and understood by the Bidder. The hard copy of the bids submitted by the bidder shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

## **17. MODIFICATION/SUBSTITUTION/ WITHDRAWAL OF BIDS**

The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission through e-procurement mode as mentioned in NIT in this tender document.

No bid shall be modified after the deadline fixed for submission of bids.

## **18. BID OPENING AND EVALUATION PROCESS**

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal.
- 18.2 The Employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.
- 18.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – II: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the tender, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 17 shall not be opened.
- 18.4 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Scope of Work and by applying the evaluation criteria specified in Clause 19. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in Clause 3.0 and Clause 19.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:
- a. It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 14 above;
  - b. It is accompanied by Tender Fee & Earnest Money Deposit as specified in Clause 4.0 & 5.0 above;

- c. It is received in the forms specified in Section III (Technical & Financial Proposal);
  - d. It does not contain any condition or qualification
- 18.5 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.
- 18.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 18.7 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and the Bid prices, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 18.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

## 19. BID EVALUATION

### 19.1 MINIMUM QUALIFICATION CRITERIA

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

S. No	Parameter	Required Description	Supporting Document
1.	Average Annual Turnover	The Agency should have at least INR 1.00 Crore Average Annual Turnover during the last 3 preceding financial years ending 2016-17	Annex B of Section III duly certified by the Statutory Auditor along with audited balance sheet for the last three preceding financial years and Income Tax return certificates.
2.	Experience	Minimum experience of at least 5 years as on Bid Submission last date in providing satisfactory Manpower services to Central Ministries / Departments, Statutory Bodies or Public Sector Undertakings and Banks.	Copies of Client Contracts & Good Performance Completion Certificates or any other relevant document proving the completion of the services, issued by their authorized signatories.
3	Personnel	At least 100 employees on its payroll on the date of submitting the tender, out of which minimum 20 (twenty)	Copies of the latest payroll of the agency along with other additional relevant supporting documents such

S. No	Parameter	Required Description	Supporting Document
		employees must have been deployed at a single client organization.	as Appointment Letters / Employment Contracts / Salary Slips / Client Contracts etc. showing the number of employees under different categories.
3.	Bank Solvency	INR 40 Lacs (INR Forty Lacs)	Certificate from nationalized / scheduled bank in the name of the Bidder.
4.	Organizational Presence	Registered Office or one of the Branch Offices of the Bidder must be located either in Noida or NCR region of Delhi.	Documentary proof of having registered office / branch office in Delhi / NCR

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

## 19.2 TECHNICAL EVALUATION

The Bidders will be screened at the first level on the basis of the minimum eligibility criteria as indicated in Clause 3 & 19.1 above.

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

S. No.	Parameters	Range	Marks	Total Marks
1.	Number of years of experience of providing Manpower Services	Up to 5 years	20	30
		5 – 7 years	25	
		Above 7 years	30	
2.	Average Annual Turnover	Between INR 1.00 & INR 3.00	15	25
		Between INR 3.00 & INR 5.00	20	
		Above INR 5.00	25	
3	Number of Manpower on Rolls	Between 100 – 300	25	40
		Between 301 – 500	30	
		Between 501 – 700	35	
		Above 700	40	

4	ISO Certification for Manpower Services	-	05	05
<b>Grand Total (S. No. 1+2+3+4)</b>				<b>100</b>

The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing.

### 19.3 Deleted

### 19.4 FINAL EVALUATION-

Price bids of only those bidders who obtain the minimum qualification marks prescribed under 19.2 will be opened and evaluated for final award of the Tender. The work will be awarded to the bidder who quotes the lowest Service Charge % as per the Financial Bid format (Form Fin 2- Section IV). However, in case of two or more bidders quoting the lowest (same) % of Service Charge, the bidder who is ranked higher in the technical bid evaluation amongst them will be awarded the work.

### 20. AWARD OF CONTRACT

- 20.1 The Employer shall issue a Letter of Acceptance to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 20.2 The Bidder will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VI including submission the requisite Security Deposit within 21 days of issuance of the Letter of Acceptance.

### 21. FRAUD AND CORRUPT PRACTICES

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

## **SECTION - II: DATA SHEET**

**BID DATA SHEET**

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment / job is	Selection of agency for providing outsourced manpower services for deployment at IWAI HQ, Noida 201301
3.	2.3	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	<b>Date : 14.06.2018</b> <b>Time : Latest by 1500 Hrs (IST)</b> <b>Submission : online submission</b> <b>Address:</b> Assistant Secretary, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
4.	2.3	Bid Opening date	<b>Date : 15.06.2018</b> <b>Time : 1530 hrs</b>
5.	9.0	A pre-Bid meeting will be held on	<b>NOT APPLICABLE</b>
6.	10.0	Last date for seeking clarifications	<b>Date : 07.06.2018</b> <b>Time : 1700 hrs</b> <b>Email Id:</b> <a href="mailto:uksahai.iwai@nic.in">uksahai.iwai@nic.in</a> , <a href="mailto:uks566@gmail.com">uks566@gmail.com</a> & <a href="mailto:pradeep_noida@rediffmail.com">pradeep_noida@rediffmail.com</a>
7.	-	Estimated Cost of this work	INR 1.00 Crore excluding GST
8.	4.0	EMD	INR 2,00,000 EMD / SD to be deposited through RTGS at the following account: <b>i.) Name of Bank:</b> Union Bank of India <b>ii.) Branch:</b> Sector 15, Naya Bans, Noida 201301 <b>iii.) Account Number:</b> 513202050000007 <b>iv.) IFSC:</b> UBIN0551325
9.	5.0	Cost of Tender Document	INR 1,000/- Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account: <b>i) Name of Bank Account:</b> IWAI Fund <b>ii) Bank Name and Address:</b> Syndicate Bank, Transport Bhawan, N. Delhi <b>iii) Bank Account number:</b> 90622150000086

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
			iv) <b>IFSC:</b> SYNB0009062
10.	8.0	Bid Validity	120 days after last date of submission of Bid
11.	-	The formats for the Technical Bid	ANNEX A: Form of Tender
			ANNEX B: Average Annual Turnover
			ANNEX C: Power of Attorney (for authorized representative of Bidder)
			ANNEX D: Declaration by the Bidders
			ANNEX E: Bidder information sheet
			ANNEX F: Details of Major Contracts handled in the last five years
12.	13.5	Duration of the Contract	One year from the date of issuance of Letter of Acceptance and extendable for further one year plus another year on the basis of satisfactory reports of users.
13.	-	Location of Assignment	IWAI Noida
14.	-	Price Preference	Since Split in scope of work is not feasible, therefore, Price Preference shall not be applicable for this Tender even in case of MSME Registered Bidders.
15.	-	Purchase Preference	In line with Government of India directive contained under "Public Procurement" (Preference to Make in India) Order 2017 dated 15 <sup>th</sup> June, 2017, purchase preference (Goods/Service) shall be given to local (Indian) suppliers/vendors/agencies.

## **SECTION - III: BIDDING FORMS**



**ANNEX A: FORM OF TENDER**

To

THE ASSISTANT SECRETARY  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector-1, NOIDA– 201 301, U.P.

Sub: Selection of agency for outsourcing services for deployment of staff for IWAI

Sir,

1. Having examined the information and instructions for submission of tender, terms and conditions, agreement and bank guarantee forms, etc for the above named works, I/ We .....(Name of Agency) hereby tender for execution of the works referred to in the tender document in conformity with the said terms & 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 Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in this tender document and submitting the EMD vide RTGS in IWAI Account as per the details given therein:

<b>S. No.</b>	<b>RTGS / NEFT</b>	
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)
1		

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days after the last date of submission of 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. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money 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 services 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 severely responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking etc.** Any such discovery by IWAI at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.
9. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an on  
behalf of

(Name and address of firm)

M/s .....

Telephone no's.....FAX No.....

**ANNEX B: AVERAGE ANNUAL TURNOVER**

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

**Certificate from the Statutory Auditor**

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

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**

**(Signature of the Statutory Auditor Seal of the Firm)**

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

**ANNEX C: POWER OF ATTORNEY**  
(for authorized representative of the Bidder)

***(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)***

Know all men by these presents, We, .....(*name of organization and address of the registered office*) do hereby constitute, nominate, appoint and authorize Mr. / Ms.....son / daughter / wife and presently residing at.....who is presently employed with / retained by us and holding the position of ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "**Selection of agency for Providing outsourced Manpower services for deployment at IWAI HQ- Noida 201301**". The selection of Contractor for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said work and/or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER**

**OF ATTORNEY ON THIS ... DAY OF....., 20\*\***

**For ...**

**(Signature, Name, Designation and Address)**

**Witnesses:**

1.....

2. ....

**Accepted**

**(Signature, name, designation and address of the Attorney)**

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency*

**ANNEX D: DECLARATION BY THE BIDDERS**

To,

Date:.....

**THE ASSISTANT SECRETARY,  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector – 1, Noida - 201 301,  
District- Gautam Buddha Nagar (U.P.)**

**Kind Attention:** Assistant Secretary

**Sub: Declaration from the Bidder**

**Tender Reference No:**.....

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	I/We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	<input type="checkbox"/>	I/We provide our acceptance to all Tender Terms and Conditions. In case work is awarded to us, we undertake to submit the requisite Labour License within 21 days of LOA.
4.	<input type="checkbox"/>	Acknowledgment by Bidder as per Clause 11.0 of ITB
5.	<input type="checkbox"/>	I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 05 years
6.	<input type="checkbox"/>	I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
7.	<input type="checkbox"/>	I/We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine
8.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

**Yours Faithfully  
(Signature of the Bidder, with Official Seal)**

**Note:** Please Tick the appropriate box in the above table.

### ANNEX E: BIDDERS INFORMATION FORM

Bidder name: <i>[insert full name]</i>
Bidder's country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above 2. Included are the organizational chart, a list of Board of Directors/Partners and the beneficial ownership of the bidding agency.

Note:

This Form shall be supplied with Identity proof of the authorized representative

**ANNEX F: DETAILS OF MAJOR CONTRACTS HANDLED**

(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

S. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (In INR)	Duration of Contract		Nature of Contract	
			From	To	Type of Manpower provided	No. of Persons deployed
1.						
2.						
3.						
4.						
5.						
6.						
.						
.						
.						
.						

In addition to the above, the Bidder shall provide total number of Employees on payroll on the date of submitting of the tender along with their breakup, deployed at various Govt. Departments / PSUs / Banks.



## **SECTION - IV: FINANCIAL BID**

**FORM FIN – 1: FINANCIAL BID SUBMISSION FORM**

*[Location, Date]*

To:

*[Name and address of Employer]*

Dear Sir:

We, the undersigned, offer to provide the Services for *[Insert title of Assignment/Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for .....% of the Cost to our Organization (CTO), against submission of proof of payment excluding GST which shall be paid as per the provisions effective at the time of release of payments. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in .....clause.....

We understand you are not bound to accept any Bid you receive.

We remain,

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory** : .....

**Name of Firm** :.....

**FORM FIN – 2: SUMMARY OF COSTS – BOQ**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Percentage of the Cost to Organization (CTO)</b>
A.	Service Charge	.....%
B.	GST as applicable	.....%

**Note:** This service charge shall be exclusive of GST. During Financial Bid Evaluation, quoted percentage excluding GST would be considered, for the purpose of comparison of the Bids. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.

**Authorized Signature**

**Name** : .....

**Designation** : .....

**Name of Firm** : .....

**Address** : .....

## **SECTION - V: SCOPE OF WORK**

### **NATURE & SCOPE OF WORK**

1. Providing Outsourced manpower Services for deployment at IWAI HQ- Noida as specified in Annex 1 below, and other manpower as required by IWAI from time to time.
2. The antecedents of the Accounts Executives, Hindi Executives, DEOs, and Multi-Tasking Staff (MTS) should have been got verified by the Service Provider from the local police authorities before their deployment.
3. The qualification of the personnel as specified above is indicative in nature and can be modified as per the requirement of IWAI from time to time.
4. The role and responsibility of the professionals will be defined and conveyed by IWAI to the successful bidder after signing of Contract agreement.
5. The number of staff may be increased and decreased as per requirement of the IWAI and the Service Provider will comply immediately.
6. The final appointing authority of the outsourced staff will be IWAI. The Service Provider will follow the instructions of IWAI in appointing the desired skilled / qualified staff. IWAI will also take the written exam / skill test / interview before appointment of the outsourced staff in the IWAI.
7. IWAI also reserves the right to accept/reject/replace any resource deployed under this Contract on behavioral /disciplinary grounds and the decision of IWAI in this regard would be final.

S. No	Name of Post	No. of Post	Qualification	Wages / Salary including ESI, EPF & all other allowances (Month)	Total Cost to Organization / Annum (INR)
(1)	(2)	(3)	(4)	(5)	(6)
1.	Account Executives	03	B.Com / M.Com with a minimum of two year experience in Accounts & can work on Tally. He / She should be between 21 years to 35 years of age.	As per Minimum Wages Act fixed by Govt. of NCT of Delhi or jurisdiction of Local Labour commissioner or as fixed by IWAI based on screening and whichever is higher	
2.	Hindi Executives	02	a. Master degree of a recognized university in Hindi with English as a compulsory or elective subject or as the medium of examination at the degree level; or b. Recognized diploma or certificate course in translation from Hindi to English & vice versa or two year experience of translation work from Hindi to English and vice versa in Central or State Government office, including Government of India Undertaking. c. He / She should be between 21 years to 35 years of age	As per Minimum Wages Act fixed by Govt. of NCT of Delhi or jurisdiction of Local Labour commissioner or as fixed by IWAI based on screening and whichever is higher	
3.	Data Entry Operators	25	a. Skilled Graduate level with minimum typing speed of 40 words per minute in English & minimum of two year experience). Minimum of five DEOs deployed should be well versed with Hindi typing.	As per Minimum Wages Act fixed by Govt. of NCT of Delhi or jurisdiction of Local Labour commissioner or as fixed by IWAI based on screening and whichever is higher	

			<p>b. Should be conversant with the working of the computers and essentially well trained in MS office and desirably possess knowledge of LAN functioning MS Word (2003, 2009, 2010 and 2013) MS Excel and MS PPT is essential. Knowledge of LAN functions is preferable.</p> <p>c. He / She should be between 21 years to 35 years of age</p>	
4.	Multi-Tasking Task (MTS)	05	10th Class pass Multi-Tasking Staff (MTS), semi-skilled and free from any police case	As per Minimum Wages Act fixed by Govt. of NCT of Delhi or jurisdiction of Local Labour commissioner or as fixed by IWAI based on screening and whichever is higher

## **SECTION - VI: TERMS & CONDITIONS**



## **GENERAL TERMS AND CONDITIONS**

### **1. Scope of Work**

The scope of the services to be rendered by the Service Provider Agency in pursuance of this Contract shall be as provided in **Section V** of this Contract.

### **2. Period of Contract**

This Contract shall remain in force for a period of one year from the date of issuance of Letter of Acceptance and extendable for further one year plus another year on mutually agreeable terms and conditions. IWAI shall have a right to terminate this Contract without disclosing any cause or reason, by serving upon the Service Provider Agency one (1) months' prior written notice of its intention to terminate the Contract. The Service Provider Agency shall have no right to terminate the Contract before the period of one year.

3. The nature and quantum of services required, the number of personnel through whom the Service Provider Agency shall render such services and the cost to the Service Provider's organization shall be determined / varied / increased or decreased by IWAI at its sole discretion, depending upon its needs from time to time. The Service Provider shall comply with all such request(s) within a period of three (3) days from the date of receipt. All communications on behalf of the Service Provider Agency, which are required to be sent to IWAI, shall be signed only by a Director / Partner / Proprietor of the Service Provider.

### **4. Extension of the Period of Contract**

Subject to the satisfactory performance of the Service Provider, to be judged by IWAI, this Contract may be extended further upon mutually acceptable terms and conditions.

### **5. Commencement Date**

- 5.1 After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by the successful bidder. Immediately after issuance of LOA, the Bidder within 7 days from the receipt of the same shall submit CVs of all the proposed persons along with all necessary documents as stipulated.
- 5.2 Remuneration for staff provided shall commence from the date of confirmation given by IWAI.

### **6. Deployment of Staff**

- 6.1 For rendering services, with effect from the date of commencement of the Contract, the Service Provider shall recruit / deploy / depute trained, qualified and experienced personnel as per the requirement of IWAI as specified in Section V.
- 6.2 The scope / contents of Section V can be varied by IWAI, in this behalf, by sending a written communication to the Service Provider Agency.
- 6.3 No person below the age of 18 (eighteen) years shall be employed at IWAI.
- 6.4 The Service Provider alone shall exercise control over the personnel deployed by it for rendering services to IWAI. Under all circumstances, the personnel shall be governed by the rules and regulations of the Service Provider, if any. IWAI shall be concerned only

- with the quality and efficiency of the services to be provided by the Service Provider Agency and therefore, IWAI shall not exercise any control or supervision over the personnel deployed by Service Provider.
- 6.5 The manpower proposed to be deployed by the Service Provider shall be subject to ascertaining their antecedents such as investigation by the local police, collecting proofs of identity like driving license / Aadhar, bank account details, qualification certificates, previous work experience, proof of residence and recent photograph & checking suitability of their skills. **Before deploying a person in IWAI, the Service Provider Agency shall furnish complete particulars and obtain written approval of the designated officer of IWAI.**
- 6.6 The Service Provider Agency shall be fully responsible for any kind of accident / mishap / injury / loss or damage being suffered by or caused to any of the personnel / employees deployed, while at work in IWAI premises or elsewhere and IWAI or any of its employees shall not be responsible in any manner.
- 6.7 IWAI shall not be liable for any loss, damage, claims theft, burglary or robbery of any personal belongings / equipment or vehicles of the personnel deployed by the service providers in the course of performing their functions / duties or for payment towards any compensation.
- 6.8 The service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions should promote goodwill and enhance the image of this Office. The service provider shall be responsible for any act of indiscipline, negligence etc. on the part of persons deployed by him.
- 6.9 The service provider shall provide substitute within three days for any of its personnel found unacceptable to the office on grounds of security risk, incompetency, breach of confidentiality, conflict of interest, improper conduct or for any other administrative reasons. **Final decision for engagement of outsourced staff will be taken by the IWAI. IWAI will conduct the written / skill test and interview before engaging the outsourced staff and the same will be acceptable to the contractor.** However, the police verification, required details of address; qualification will be the responsibility of the contractor.
- 6.10 The service provider shall not assign, transfer, pledge or subcontract the performance of services of the personnel without prior written consent of this office with one month notice.
- 6.11 The staff deployed by the service provider shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangements, and administrative / organizational matters as all are of confidential / secret nature. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr. P.C. or any other relevant provision besides, action for breach of contract.
- 6.12 The service provider's personnel shall neither claim nor shall be entitled to any benefit / compensation / absorption / regularization of service with this Organization / Govt. of India under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. **Undertaking shall be signed in the form of "Non-disclosure Agreement" from the deployed persons to this effect by the service provider.**

- 6.13 The person deployed shall not claim any Employer & Employee relationship against this office. For all intents and purposes, the service provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office. The persons deployed by the service provider in IWAI shall not have any claims whatsoever like employer and employee relationship against the IWAI. The service provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. IWAI shall, in no way, be responsible for settlement of such issues whatsoever. IWAI shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 6.14 All the personnel / employees of the Service Provider will have to be covered under insurance against any personal accident by the Service Provider and IWAI will not be liable for payment of any compensation on that account.
- 6.15 If any claim arises from any of the personnel / employees of Service Provider deployed at IWAI, such claims are to be dealt with solely by the Service Provider on its own and at its cost. IWAI shall not be responsible or does not have any obligation either for dealing such claims or for the cost of dealing or setting such claims.
- 6.16 Manpower deployed by the Service Provider at IWAI for carrying out contracted works is strictly prohibited from being associated with any other works in the campus.
- 6.17 The Service Provider shall provide a substitute well in advance if there is any probability of the personnel leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
- 6.18 The Service Provider shall issue identity card to all of its personnel / employees within 15 days from the date of signing the contract failing, which a suitable penalty (INR 200 / - minimum) may be imposed by competent authority.
- 6.19 The service provider or his authorized representative duly authorized to take day to day decisions shall be contactable at all times and messages sent by sms / e- mail / fax / special Messenger / messages left through telephone from the office to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions given by the IWAI in fulfilment of the contract from time to time.
- 6.20 The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
- 6.21 The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider.

## 7. Labour laws

- 7.1 The persons engaged by the service provider shall be the employee of the service provider and the service provider will be responsible in respect of the persons deployed by it in the IWAI at all times during the operation of the contract for **compliance of all statutory provisions / requirements and obligations**, especially, but not limited, to those relating to employment of labour, service conditions of labour, payment of minimum wages, employees state insurance, payment of bonus and provident fund contribution,

- including enhancement of wages from time to time in accordance with the notification issued by the Govt. of NCT of Delhi or jurisdiction of Local Labour commissioner or wages as fixed by the IWAI, whichever higher.
- 7.2 The Service Provider shall be solely responsible to ensure that all the provisions of labor legislations are complied with regard to its personnel / employees deployed at IWAI. IWAI will not be a party at any stage in any of the contraventions relating to the above. In case, any liability arises due to non-compliance by the Service Provider, IWAI shall not be liable for the same. In case IWAI is made liable to pay any compensation to the personnel / employees of the Service Provider due to default on Service Provider Agency's part, the same shall be recovered from any bills due or against any amount payable to the Service Provider agency.
- 7.3 It is repeated that service provider has to pay minimum wages as prescribed by the Govt. of NCT of Delhi or jurisdiction of Local Labour commissioner or wages as fixed by the IWAI from time to time, whichever is higher and other statutory payments prescribed by the Govt. from time to time. **The responsibility of minimum wages & statutory / compulsory deductions like EPF / Income Tax / Service Tax etc. will be of the Service Provider. No extra payment shall be made by IWAI. Hence the firm / bidder should quote their administrative / service related charges, which may include all their service charges other than the minimum wages and statutory charges (including EPF/ESIC) and GST, payable in accordance with the notifications issued by the Govt. for providing the service to IWAI. All the claims on account of monthly wages and employer share of statutory levies will be strictly admissible for payment on reimbursement basis subject to the submission and due verification of the related documentary evidence thereof.**
- 7.4 It shall be the duty of the service provider to pay their salary every month as per the Payment of Wages Act, 1936, the Minimum Wages Act, 1948 and other statutory laws as applicable. The service provider would be responsible for payment of all the statutory dues like EPF, employee insurance etc. and a certificate to this effect would be submitted by him every month as a proof of his depositing the dues timely. The Service Provider will be required to provide particulars of EPF, ESI (including Account Numbers) of its employees engaged by them in IWAI and should provide ESI Cards to the individual employees employed by them. No amount shall be deducted from the minimum wages payable to the outsourced employees on account of any service charges or any other liability incurred by the service provider.
- 7.5 The Service Provider shall be responsible for payment of wages to each worker employed by him as contract labour as provided in the Section 21(1) & 21(3) of the Contract Labour (Regulation & Abolition) Act, 1970.
- 7.6 As per the Section 20 & 21(4) of the aforesaid Act, the principal employer shall provide / pay such amenities / wages to the contract labour(s) if the service provider fail to provide them as prescribed in sections 16, 17, 18, 19, 21(1) & 21(3) and shall deduct the expenses incurred from any amount payable to the service provider under any contract or as a debt payable by the service provider.

## **8. Place of Duty, Working Hours and Punctuality**

- 8.1 IWAI Office is located at A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P.- 201301.

- The personnel so deployed shall have to report for duty at the above place or a new location, in case there is change of office within Gautam Buddha Nagar. No extra liability on this account will be borne by IWAI.
- 8.2 Working hours would be normally 8 ½ hours per day between 9.30 AM to 6.00 PM including half hour lunch break. The persons deployed shall be required to report for work at 09.30 hrs to the concerned officer, IWAI and would leave at 18.00 hrs.
- 8.3 In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, deduction for one day will be made. The outsourcing staff employed can avail 8 days leave per year which can be accumulated up to the end of the calendar year. However, they are not eligible to en-cash the leave accumulated. Moreover, the leaves will not be carried forward for the second year. The Service Provider shall ensure that these leave benefits are available to the outsourcing staff and there should be no occasion for any complaint from the staff.
- 8.4 No extra payment shall be paid to the outsource staff if they require to sit late or come early to the office.
- 8.5 The deployed personnel may be called on Saturday, Sunday and other gazetted holidays, if required; they may be paid extra as per the rates approved by the IWAI.

## 9. Statutory obligation

- 9.1 The Service Provider Agency shall be solely responsible for compliance with various laws, which may have any bearing on the employment by him, of the personnel used by it for rendering support services to IWAI.
- 9.2 The Service Provider shall be responsible for the compliance of all the notifications of Ministry of Labour & Employment, Government of India and other EPF rules in all respect.

## 10. Payment Terms

- 10.1 All the payments to be made for the services provided for by the Service Provider shall be made, on reimbursable basis, directly to the Service Provider, who shall raise its invoices accordingly on a monthly basis.
- 10.2 Towards its fee for the services rendered to IWAI, the Service Provider shall be paid "Administrative and Management Charges", excluding GST, at the rate approved through the tender in terms of percentage of the Cost to his Organization (CTO) for rendering the actual professional support services to IWAI.
- 10.3 The Cost to the Service Provider's organization shall be deemed to be such amount / figure which is worked out by totaling all the expenses (including those on account of Wages, ESI, PF, conveyance, allowances, reimbursements, etc. of the personnel deployed or utilized by the Service Provider for rendering professional support services to IWAI) incurred by the Service Provider on reimbursement basis of the actual amount.
- 10.4 The service provider will submit the invoices/bills in triplicate on the 6<sup>th</sup> day of every month for reimbursement along with a declaration that wages of all the staff deployed has been paid. Payments to the service provider would be strictly on certification by the concerned officer that the services were satisfactory and attendance as per the bill preferred by the service provider. The payment shall be made by IWAI within 30 days from the date of receipt of the invoice only on the basis of number of working days for which duty has

been performed by each manpower. Amount deducted from the bill / claim for the days of absence in a month shall be as per the approved rate per day per person quoted by the service provider.

The invoice(s) shall be accompanied by supporting documents including copies of receipts issued by the personnel/employees to the Service Provider in respect of payment of salary/ wages, allowances, reimbursements etc., acknowledgement/ receipts issued by concerned Government Departments in respect of and towards proof of deduction and deposit of ESI, EPF, Service Tax, etc., as applicable, besides copies of bills/ payment proof in respect of consumables purchased, if any.

***Note: The service provider shall pay wages to the outsourced staff only through ECS by 5<sup>th</sup> of the following month without waiting for the clearance of bill from IWAI. The details in this regard will accompany the monthly invoice submitted for reimbursement to IWAI. Also, the statutory remittances claimed from IWAI should be evidenced by relevant documentary proof.***

#### **11. Indemnities**

The Service Provider shall at all times hold the IWAI harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against IWAI, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which IWAI may now or at any time have relative to the work or the Service Provider obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including personnel/employees of the Service Provider or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Service Provider shall reimburse IWAI or pay to IWAI forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought out of or incidental to or in connection with the operation covered by the Service Provider Agency. The Service Provider Agency shall at his own cost at IWAI's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting IWAI.

#### **12. When the Contract can be determined**

The contract shall be determined through Integrity Agreement which will form part of the Contract Agreement and will be signed by both the parties.

#### **13. Termination of contract**

The designated officer of IWAI reserves the right to terminate the contract with an advance notice of three months without assigning any reason. The contract can also be terminated at the request of Service Provider with an advance notice of three month. In case of any shortfall of this notice, the Performance Security shall be forfeited by IWAI.

#### 14. Liquidated Damages

- 14.1 For delay in providing personnel / substitutes, beyond 3 working days, LD @ Rs 1000 per day per person will be levied subject to maximum 4% of the awarded annual contract value.
- 14.2 Default on the part of the service provider in paying salary on time i.e. by 5<sup>th</sup> of the following month to the workers shall attract liquidated damages @ Rs 10,000 per day of delay. The max LD on this account will be limited to 4% of the total awarded annual Contract Value.
- 14.3 Default in the payment of statutory dues i.e. EPF, ESI shall attract liquidated damages to the tune of Rs. 1000/- per person per episode.
- 14.4 In case of default in any of the following beyond prescribed time limits, liquidated damages @ Rs. 1000/- per default per person per month shall be levied on the service provider:-
- i. Submission of application for Police verification of each employee within one month of deployment
  - ii. Opening of EPF and ESI accounts with UAN number/activated, ESI card within one month of deployment for each employee
  - iii. Training of each employee in accessing his UAN / ESI benefits within one month of deployment.
- 14.5 The sum total of all the liquidated damages defined under 14.1 to 14.4 above, shall be limited to overall 10% of the awarded annual contract value. However, if the cumulative LD is breached within the first 7 months of the annual contract, IWAI may resort to termination of the contract with additional forfeiture of the full SD part from recovering the balance contractual LD, if any.
- 14.6 In case of breach of any terms and conditions attached to this contract, the Security Deposit of the service provider will be liable to be forfeited by IWAI besides annulment of the contract.

#### 15. Performance Security

The Service Provider shall furnish a Security Deposit equivalent to 5% of the total estimated annual value of the contract. SD amount, over and above the EMD amount, may be submitted either through a deposit in the designated Bank Account of IWAI or through a valid Bank Guarantee from nationalized / schedule bank in India with validity of 60 days beyond the contract period in favor of "IWAI" or a valid FDR duly pledged in favor of IWAI. **They may also submit the BG/FDR for the full value of the SD, in which case after acceptance of the BG/FDR, the amount submitted as EMD will be duly refunded.** This bank guarantee/FDR shall be submitted within 15 days after the issuance of LOA. In case of the estimated annual value of the contract is increased, the service provider agency shall furnish additional performance security equivalent to 5% of the additional estimated cost to organization calculated at that time. The total bank guarantee / FDR shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the employer is satisfied that there is no demand outstanding against the service provider.

#### 16. Dispute Resolution

- 16.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender document, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement reached within a period of 30 days from the date on which the above mentioned dispute or difference arose.

The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, Chairperson, IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award.

- 16.2 The language of the proceedings shall be English and the venue shall be Noida, Uttar Pradesh. The Award/ decision of the Arbitrator shall be final and binding on IWAI and the Service Provider.
- 16.3 This Contract shall be governed by the laws of India.
- 16.4 In the event of any provision of this Contract being held as invalid or unenforceable under the applicable laws, the remaining provisions of this Contract shall remain in full force and effect.

## **17. Reporting Authority**

- 17.1 Secretary / Any successor personnel of same stature as appointed by IWAI, will be the reporting authority for Service Provider.
- 17.2 The Service Provider at all times shall stand effective between Service Provider and Secretary / Any successor personnel of same stature as appointed by IWAI.



## **SECTION VII: ANNEXES**

## ANNEX - I: BANK GUARANTEE FORM FOR SECURITY DEPOSIT

**To**

The Chairperson

Inland waterways Authority of India

Ministry of Shipping, Govt. of India

A-13, Sector-1,

Noida(U.P.)

Pin- 201301

In consideration of the ..... (hereinafter called "**Employer**") having to enter into an Agreement with M/s ..... (hereinafter called the "**Agency**") as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for **Selection of agency for outsourcing services for deployment of staff for IWAI**, on production of Performance security in the form of Bank Guarantee for INR ..... (Rupees.....only), at the request of ..... **Agency**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Agency to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Agency's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Agency** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge

of our liability for payment there under and the **Agency** shall have no claim against us for making such payment.

3. We, **(Bank)** further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Agency** and accordingly discharge this Guarantee after 60 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Agency** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Agency** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Agency** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Agency** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Agency** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Agency** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... All our rights under the Guarantee shall be forfeited and the bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Agency**.
8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of ..... 2018

for .....

(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch (SEAL)

## ANNEX - II: AGREEMENT FORM

### Selection of agency for outsourcing services for deployment of staff for IWAI

#### AGREEMENT

#### BETWEEN

#### INLAND WATERWAYS AUTHORITY OF INDIA

#### AND

#### AGENCY

This agreement made on this.....day of.....Two thousand Eighteen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the "IWAI" which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/s.....having its office at .....(hereinafter called "Service Provider" which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office) on the other part.

**WHEREAS IWAI** is desirous of giving **Selection of agency for outsourcing services for deployment of staff for IWAI** as per the work Order No. ....dated .....in accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

**WHEREAS THE AGENCY** has agreed to undertake the Selection of agency for outsourcing services for deployment of staff for IWAI on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

The Agency shall undertake the Empanelment of Advertising Agencies for release of Advertisements in Print Media as per the work Order No. ....dated .....in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contract
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.

- g) Addenda/Corrigenda
- h) Response to Pre-bid Queries
- i) All Correspondence
- j) .....
- k) ....
- l) .....
- m) .....

In WITNESS whereof the IWAI has caused Shri .....on their behalf to hereunto set his hand and the Agency has caused Shri ..... on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

**On behalf of IWAI**

**On behalf of Agency**

Name & Signature of the  
Authorised Representative

Name & Signature of the Authorised  
Representative

**Witnesses, IWAI**

- 1)
- 2)

And this deed was duly executed by Shri.....for the Agency above named in the presence of

**Witnesses of Agency**

- 1)
- 2)

**ANNEX -III: DETAILS OF BANK ACCOUNT**

**FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM**

**(TO BE FURNISHED BY THE AGENCY ON ITS LETTER HEAD)**

**NAME OF THE PROJECT:** \_\_\_\_\_

We \_\_\_\_\_ (*Name of the Service Provider*) 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.**

IWAI 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.

**Signature of Authorized Signatory**

**Name & Designation**

**Date:**

**Place**

**ANNEX-IV: 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.

**Signatory**

**Date:**

**No.**\_\_\_\_\_

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

**Official Seal/Stamp**

**Authorized**

**Authorization**



**ANNEX-V: TENDER ACCEPTANCE LETTER**  
**(To be given on Agency Letter Head)**

To,

Date:

The Assistant Secretary,

INLAND WATERWAYS AUTHORITY OF INDIA,

A-13, Sector – 1, Noida - 201 301,

District: - Gautam Budh Nagar (U.P.)

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

**Tender Reference No:**

**Name of Tender/Work: - Selection of agency for outsourcing services for deployment of staff for IWAI**

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: [www.iwai.nic.in](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/app> 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) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organization for this work too have 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)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.

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

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

**ANNEX – VI: INTEGRITY AGREEMENT**

**To be signed by the Bidders' and the same is to be signed by Authorized Signatory /  
Competent Employer on behalf of IWAI.**

This Integrity Agreement is made at ..... on this .....day of ..... 2018

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Assistant Secretary,  
Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

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 / Agency)

through .....(Hereinafter referred to as the

(Details of duly authorized signatory)

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

**Preamble:**

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/.....)  
(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational  
procedure, contract for **“Selection of agency for outsourcing services for deployment of  
staff for IWAI”**.

AND WHEREAS the Employer 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 Consultant(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 Employer 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 Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer 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 Employer 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)/Consultant(s)**

1. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWA 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)/Consultant(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)/Consultant(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)/Consultant(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)/Consultant(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 Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Consultant(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)/Consultant(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)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  4. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful 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)/Consultant(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 Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the bidder/consultant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Consultant(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 Employer after giving 14 days' notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant 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 Employer 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 Employer 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/Consultant.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Consultant, or of an employee or a representative or an associate of a bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer 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 Agency 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/Consultant as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Consultants**

- 1) The Bidder/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Consultants.
- 3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer 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 Consultant 18 months after the completion of work under the contract.

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 Employer.

#### **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 Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant 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 Agency, 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 Employer/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 Employer)**

.....

**(For and on behalf of Bidder / Consultant)**

**WITNESSES:**

1. ....

**(Signature, name and address)**

2. ....

**(Signature, name and address)**

**Place :** .....

**Date :** .....