

# **Tender Document**

**For Supply and installation of 12 TB or higher Network Attached Storage Device along with Automatic Backup Utility.**

**Tender No.: IWAI/EDP/Backup Device/2014-15**



**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Road Transport and Highways, Govt. of India)  
**A-13, Sector-1, Noida (U.P.), PIN : 201301**



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**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Road Transport and Highways, Govt. of India)

**A-13, Sector-1, Noida (U.P.), PIN : 201301**

\_\_\_\_\_ (Address of issuing officer) \_\_\_\_\_

Email of issuing officer : [iwainoi@nic.in](mailto:iwainoi@nic.in)

Website: [iwai.gov.in](http://iwai.gov.in)

<https://eprocure.gov.in/eprocure/app>

No: **IWAI/EDP/Backup Device/2014-15**

Date: / /

To,

Sub: Tender Document for Supply and installation of 12 TB or higher Network Attached Storage Device along with Automatic Backup Utility

Ref: Your letter no.

Dated

Sir,

With reference to your letter cited on the above-mentioned subject, please find enclosed herewith one set of tender document for the subject work. You are requested to go through the terms and conditions carefully and also visit the site to familiarise and submit your tender as per procedure explained therein.

The Last Date for receipt of tender online is 17.04.2017 upto 3 PM.

Issuance of tender document will not construe that such bidders are automatically considered qualified.

Yours faithfully

Secretary



## **INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Road Transport and Highways, Govt. of India)

**A-13, Sector-1, Noida (U.P.), PIN : 201301**

### **2. Notice Inviting Tender No.:IWAI/EDP/BackupDevice/2014-15**

Inland Waterways Authority of India (IWAI) invites online tenders/ bids in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced agencies for the given below works. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>:

**Name of Work: Tender Document for Supply and installation of 12 TB or higher Network Attached Storage Device along with Automatic Backup Utility.**

#### **1. Estimated Cost of the work and EMD requirement are as under:**

Sl. No.	Particulars	Place of Supply	Estimated Cost (Rs in Lakhs)	EMD (in Rupees)
1	Supply and installation of 12 TB or higher Network Attached Storage Device along with Automatic Backup Utility	IWAI, A-13, Sector-1, Noida	5,60000	11,200

2. Cost of Tender Document : Rs. 500.00
3. Date of download of tenders : From 04.04.2017 to 16.04.2017
4. Proposed date for prebid conference (if required) : Nil
5. Last Date of submission of tender online : 17.04.2017 upto 15 hrs.
6. Date of opening of technical bid of the tender: 18.04.2017 at 15.30 hrs.
7. The Interested bidders may be download tender document from the IWAI's website [www.iwai.nic.in](http://www.iwai.nic.in) and CPP Portal website <https://eprocure.gov.in/eprocure/app>:

8. The cost of tender documents / EMD as mentioned above should be submitted online through RTGS / NeFT as per clause no. 13 (a) and (b) of instruction to the bidder.
9. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder.
10. Tenderer/Contractor are advised to follow the instructions provided in the **Instructions to the Contractors/Tender for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <http://eprocure.gov.in/eprocure/app>.**

**Secretary**

### **3. INSTRUCTIONS TO THE BIDDER**

1. Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive **online** tenders for the "**Supply and Installation 12 TB or higher Network Attached Storage Device along with Automatic Backup Utility**" herein after referred as "work".

2. The original tender document is to be duly filled in and submitted to the Authority along with technical bid, EMD and other documents in accordance with the instructions.

3. The bidders will be required to give in writing a satisfactory assurance of its ability and intention to complete the work & service pursuant to the contract within the time set forth therein.

4. TENDER DOCUMENT: - The required work, tender procedure and contract terms are prescribed in the tender documents. In addition to the invitation for tender, the tender documents include the following: -

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5. The bidder is expected to examine the tender document including all instructions, forms, terms, technical specification etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in "REJECTION OF TENDER BID" submitted by the individual bidder.

6. The bidder shall furnish his special condition if any so as to meet his requirement. The same may be considered in the tender evaluation.

7. Prospective bidder requiring any further clarification on the tender document may notify Authority in writing not later than 2 days prior to the dead line fixed for submission of tender.

8. At any time prior to the dead line for submission of tender, the Authority may for any reason whether by its own initiation or in response to clarification requested by a prospective bidder, modify the tender document by amendments.

8.1 The amendments shall be part of the tender document desecrated at clause-4 and will be notified in writing or by email / Fax to all prospective bidders who would be dispatched with the bidding documents and will be binding on them.

8.2 In order to afford prospective bidder reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of bid.

9. The tender document filled by the bidder and all correspondence and documents relating bidder and the bid exchanged by the bidder and the Authority shall be written in ENGLISH.

10. The tender document filled by the bidder shall comprise of the Technical bid and the Financial bid as explained in clause

11. The bidder shall complete the price schedule included herein stating the price and total prices under the contract. Prices quoted by the bidder shall remain fixed and valid till the validity time.

12. Price shall be in the Indian currency.

13. **EARNEST MONEY DEPOSIT AND TENDER FEE:** -

(a) An EMD of Rs.11,200/- shall be deposited to IWAI Fund through RTGS/NEFT. No bank Guarantee shall be accepted for EMD.

**RTGS/NEFT Details-**

Name of Bank Account: IWAI FUND

Bank Name & Address: Union Bank of India, Sector 15 Noida.

Bank Account Number: 513202050000007

IFSC: UBIN0551325

**(b)Tender Fee**

All Bidders are required to pay Rs.500 (Rupees Five hundred only) towards Tender Fees deposited in IWAI FUND through RTGS / NEFT as details below. The Tender Fee is Non-Refundable.

**RTGS/NEFT Details-**

Name of bank account: IWAI FUND

Bank name and address: Syndicate Bank of India, Transport Bhawan,  
Parliament Street, New Delhi 110001

Bank account Number: 90622150000086

IFSC: SYNB0009062

13.1

a) The EMD will be returned to the unsuccessful Tenderer after finalization of the tender and no interest will be paid on EMD.

b) The successful Bidder(s) EMD will be converted into Security Deposit (SD) and the successful Bidder has to remit balance amount of SD

- c) Security Deposit including EMD already submitted will be 5% (five percent) of the contract value of the work. **Balance Security Deposit (i.e. Total 5% SD deducting EMD submitted with technical bid) shall be paid in the form of Demand Draft before signing of Agreement.** Bank guarantee will not be accepted.

#### **D) PERFORMANCE SECURITY**

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance security in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 25 days of the issue of the work order.

The bank guarantee should remain valid for 60 days beyond the date of completion of all contractual obligation of the suppliers including warranty obligations.

13.2 The EMD may be forfeited if,

a] The bidder withdraws his bid during the period of bid validity specified on the bid form

b] Make any modification in terms & conditions of tender, which do not acceptable to the Authority, then the Authority shall, without prejudice to any right or remedy, be at liberty to forfeit 50% (Fifty Percent) of the EMD absolutely.

c] The successful bidder fails to sign the contract in accordance with clause 26. or furnish the performance security(BG) in accordance with clause 25.

13.3 The EMD will be returned to the unsuccessful tenderer and no interest will be paid on EMD.

14. Period of Validity of bid: -

14.1 Bid shall remain valid for 90 days from the date of bid closing prescribed by the Authority as per the clause 18.

14.2 Not withstanding clause 14.1 above, the Authority may at its discretion solicit the bidder's consent for extension of the bid validity. The request and the response shall be made in writing.

15. All pages of the bid shall be duly signed by the person or persons signing the bid. The name of and position held by the person signing the bid must be typed or printed below the signature.

16 The bid shall not contain erasures/over writing except as necessary to correct



errors by the bidder in which case the person signing the bid shall install such correction.

16.1 Tender forms are not transferable and its cost is not refundable.

**17. SUBMISSION OF BID: -**

The tenderer are required to submit their **online** tender in two parts as given below:

**17.1 Technical Bid:**

The tenderer shall submit the technical proposal keeping in view the requirement of this tender. The technical proposal would among other, include the following:

Tender should be submitted in two covers viz. separate online Envelope-1 and Envelope-2. The online bid has to be submitted in the following portal ID:- <https://eprocure.gov.in/eprocure/app>.

**The technical bid shall be submitted online along with scanned copy of the following documents:-**

**COVER-1**

- a) Tender cost (Demand Draft in favour of IWAI fund payable at Noida/Delhi).
- b) Earnest Money Deposit (Demand Draft in favour of IWAI fund payable at Noida/Delhi).
- c) The Bank Solvency should be in the name of the Tenderer issued by banker with full address of issuing authority with validity. The value of Bank solvency shall not be less than Rs.2.24 lakhs

**COVER-2**

- a) Declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- b) Duly filled "Tender Acceptance Letter" (Acceptance to all tender terms & conditions to be confirmed).
- c) Authorisation certificate from the Manufacturer of the NAS Device

**COVER-3**

- a) Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- b) A signed declaration stating that no alteration has been made in any form in the downloaded tender document.

**COVER-4**

- a) Background of the organization with respect to experience and brief description of projects recently undertaken.
- b) Bidders Registration Certificate
- c) Copy of Document in the respect of PAN, service tax, VAT number. Copy of Audit report / Balance Sheet /balance sheet along with turnover, profit/loss for the last three financial years (2011-12, 2012-

13 & 2013-14). Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least Rs.5.6 lakhs.

#### **COVER-5**

- a) Copies of work orders and performance certificates / job completion certificates issued by the client during the past 3 years, for evaluation of financial & technical capabilities of the bidders. Supply orders and performance certificates / job completion certificates shall be in the name of bidder only clearly indicating the value of work. Experience of supplying and installation of hardware / software in Govt. / reputed Pvt. Organisation during last 3 years ending last day of month previous to the one in which this tender is invited should be either of following:

(i) Three works **each** costing not less than Rs. 2.24 Lakhs;

**or**

(ii) Two works **each** costing not less than Rs. 3.36Lakhs;

**or**

(iii) One similar work costing not less than Rs. 4.48 Lakhs.

#### **COVER-6**

- a). Compliance Statement sheet with proposed configuration of the hardware.  
b) Any other details which tenderer may feel relevant to carry out the present assignment.

#### **THE TECHNICAL PROPOSAL SHALL NOT CONTAIN ANY REFERENCE TO THE PRICES QUOTED.**

#### **17.2 Financial Bid:**

This will contain prices to be charged for completing the work and will comprise of the bid form and price schedule duly filled in and signed. mentioned Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

#### **THE PRICE QUOTED SHALL BE INCLUSIVE OF ALL TAXES, FREIGHT INCLUDING INSTALLATION ETC. NO ESCALATION IN PRICE ON ANY ACCOUNT SHALL BE ACCEPTED.**

#### **17.3. Submission of Tender**

Bidder can download tender document from. Last date of submission of online bid will be 17.04.2017 till 3 PM and Technical bid will be opened online on 18.04.2017 at 3.30 PM.

#### **18." DEAD LINE FOR SUBMISSION OF BIDS":**

The online bids shall be received by the Authority as specified in clause17.

18.1 The Authority may at its discretion extend the dead line for the submission of bids in accordance with clause 8.2 in which case all rights and obligation of the Authority and bidders previously subjected to the dead line will thereafter be subjected to the dead line as extended.

20. Email, fax and cable offers will not be considered under any circumstances.

21. **"BID OPENING AND EVALUATION"**: -

The Authority shall open the **online** technical bid in the presence of bidder's representatives who choose to attend, at the opening time at the location prescribed for submission of bid under clause 17. Price bids will be opened at a later date after evaluation of technical bids. The opening date for price bids will be informed to the tenderer whose bids would qualify technically.

22. **CLARIFICATION OF BIDS**: - To assist in the examination, evaluation and comparison of bids the Authority shall at its discretion call the bidder for clarification on its bids. All responses to request for clarification shall be in writing and no change in price or substance of the bid shall be sought offered or permitted. The Authority shall not be responsible for expenses for obtaining clarifications.

23. The Authority shall not bind itself to accept the lowest bid and reserves the right to split the order if necessary and also to accept or reject any or all bids or part there of without assigning any reason whatsoever, prior to award of contract without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidders of the ground for the Authority's action.

24. The decision of the Authority shall be final.

25. The Authority will notify the successful bidder in writing that the bid has been accepted. The successful bidder will be required to enter into a contract with the Authority in the form given in these documents and has to furnish security deposit and performance security within 15 days of award of work.

26. The successful bidder shall sign the contract on stamp paper within 15 days from the date of issue of supply order. The contract shall be submitted in duplicate.

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

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

- 15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 17) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 20) 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.
- 21) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 22) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 24) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 25) 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.
- 26) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.

- 27) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 28) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:

E-mail : \_\_\_\_\_

Contact Telephone Numbers : toll free numbers 180030702232 ,7878007972, 7878007972.

## **5. GENERAL CONDITIONS OF CONTRACT**

### **1. "USE OF CONTRACT DOCUMENTS AND INFORMATION"**

1.1 The firm shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

1.2 The Firm shall not, without the Authority's prior written consent make use of any document or information specified in Clause 1.1 above except for purposes of performing the contract.

1.3 Any document other than the contract itself, specified in clause 1.1 above, shall remain the property of the Authority and shall be returned (in all copies) on completion of the Firm's performance under the contract if so required

### **2. CHANGE ORDERS**

2.1 The Authority may at any time, by written notice to the firm make changes within the general scope or the Contract.

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

2.3 The firm shall not perform changes in accordance with clause 2.1 above until the Authority has authorised a change order in writing on the basis of the estimate provided by the Firm as described in Clause 2.2 above.

2.4 Adjustments in the contract price authorised by a change pursuant to clause 2.3 are not subject to renegotiation, and such adjustments shall be deemed to include any cumulative effect of this and previously authorised changes.

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

### **3. CONTRACT AMENDMENTS:**

3.1 Subject to clause 2, no variation in or modification of the conditions and

terms of the contract shall be made except by written amendment signed by the firm & IWAI.

#### 4. SUBCONTRACTS:

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

#### 5. INSPECTION AND TESTS

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

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

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

5.4 Nothing in this clause 5 shall in any way release the firm from any warranty or other obligations under the contract.

#### 6. PATENT RIGHTS

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

#### 7. INDEMNITY

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

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

#### 8. ACCEPTANCE

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

#### 9. TRANSFER OF TITLE

In case need of transfer of title required, after initial payment as per the



tender condition, shall become and remain the property of the Authority.

## 10. MAINTENANCE & ADMINISTRATION

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

10.2 This MAINTENANCE shall remain valid for minimum 12 months for work from the final acceptance unless specified otherwise in the special conditions of contract.

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

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

10.5 Without prejudice to clause 10.3 and 10.4 the firm shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 10.3 and 10.4 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.

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

## 11. PAYMENT

Payment will be made within 30 days after satisfactory supply / installation/ testing / commencing of the Hardware.

## 12. EXTENSION IN THE FIRM'S PERFORMANCE

12.1 Completion of work shall be made by the firm in accordance with the delivery schedule, pursuant to the special conditions of contract.

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

a] Force Majeure pursuant to clause 18 and

b] Delay in Supply and installation of 12 TB or higher Network Attached Storage Device along with along with automatic backup utility caused by orders issued by the Authority,

c] Changes ordered by the Authority pursuant to Clause 2

## 13. TERMINATION FOR DEFAULT

13.1 The Authority may, without prejudice to any other remedy for breach of

contract, by written notice of default sent to the firm, terminate the contract in whole or in part:

a) If the firm fails to complete the work within the time period(s) specified in the contract, or any extension thereof granted by the Authority pursuant to clause 12 or

b] If the firm fails to perform any other obligation(s) under the contract and if the firm in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Authority may authorise in writing) after receipt of a notice of default the Authority specifying the nature of the default(s).

13.2 In the event the Authority terminates the contract in whole or in part, pursuant to clause 13.1 above, the Authority may procure, upon such terms and in such manner as it deems appropriate, software similar to the undelivered and the firm shall be liable to the Authority for any excess costs. Notwithstanding the above the firm shall continue performance of the contract to the extent not terminated.

#### 14. TERMINATION FOR INSOLVENCY

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

#### 15. TERMINATION FOR CONVENIENCE

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

#### 16. RESOLUTION OF DISPUTES/ARBITRATION

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

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

#### 17. APPLICABLE LAW

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

## 18. FORCE MAJEURE

18.1 In the event that the firm is delayed in performing any of its respective obligations under the contract, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in clause 12, and the period of such delay may be added to the time of performance of the obligation delayed.

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

## 19. ASSIGNMENT

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

## 20. CONTRACT LANGUAGE

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

## 21. TAXES AND DUTIES

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

## 22. INVOICES AND PAYMENTS:

No advance payments can be made by the Authority and all stage payments shall be made in accordance with Cl.11 of general conditions.

## 23. RETENTION OF MONEY, RELEASE AND REPLACEMENT WITH GUARANTEE OF OTHER SECURITY

The firm shall warrant to the Authority that the maintenance shall be of standard /approved specification and shall be promptly attained. The performance security against the contract can be released only after rectifying the defects at the time of initial installation of Hardware and one month after maintenance period (ref. Clause 10). If the firm fails to rectify / supply of system under this contract, the BG will be revoked

## 24. TRANSPORTATION AND PACKING REQUIREMENT

In case of any transportation and packing requirement arise, the firm shall ensure all necessary precautions for safe transportation and delivery. The authority shall not be held responsible for transshipment losses. The firm for transportation and packing of the consumables shall obtain all necessary clearances as per the prevailing rules. The packing shall be in such a way as to prevent damages or deterioration in transit to the final destination indicated in the bidding documents. The packing should be sufficient to withstand rough handling and atmospheric conditions.

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

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

## 26. LIQUIDATED DAMAGES

Subject to clause No.12 of General conditions regarding extension of time for completion period of the contract, when the firm fails to complete the work and installation within the time periods specified in the contract, the Authority without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damage a sum equivalent to 0.2% of the contract price per day of delay subject to a maximum of 10% of the contract price.

## **6. SPECIAL CONDITIONS OF THE CONTRACT**

- The Bidder must have sufficient experience and expertise in supply, installation, testing, commissioning and maintenance of Hardware Devices.
- The bidder also should have full technical competence for maintaining the system.
- The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Office premises, immediately after completing the installation of the equipment for a minimum period of a one week at the company cost.

## 7. SCHEDULE OF DELIVERY

SL No	Items	Period
1	<b>Award of supply order</b>	<i>ZERO DATE</i>
2	<b>Submission of Performance Guarantee(BG)</b>	<i>TWENTY FIVE DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.</i>
3	<b>Signing of agreement</b>	<i>TWENTY FIVE DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.</i>
4	<b>Completion of work</b>	<i>FORTY FIVE DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.</i>
5	<b>Period (Warranty)</b>	<i>3 (three) Years</i>

## **8. TECHNICAL SPECIFICATIONS**

**AND**

### **COMPLIANCE STATEMENT**

<b>Sr.No.</b>	<b>Features</b>	<b>Specifications</b>	<b>Compliance</b>
<b>A</b>	<b>HARDWARE</b>		
1	<b>Processor</b>	Intel Atom or equivalent	
2	<b>Form Factor</b>	1U	
3	<b>Controller</b>	Single controller or higher	
4	<b>Host Channels(Per controller)</b>	1GbE ports x2 or better	
5	<b>Storage Capacity</b>	12TB or higher	
6	<b>Memory (Per controller)</b>	4GB	
7	<b>Hard Drive Interface</b>	6Gb/s SATA or better	
8	<b>Max. No. of Hard Drive</b>	4	
9	<b>RAID &amp; Volume</b>	RAID level 0,1,5,10	
10	<b>Advanced Data Protection</b>	Remote replication, Snapshot, Volume cloning, Offline disk roaming, AntiVirus, ZFS file-system	
11	<b>Data Efficiency</b>	Compression, Thin provisioning	
12	<b>Management</b>	Web GUI, S.M.A.R.T., Wizard, Performance states, Wake-on-LAN	
13	<b>Networking</b>	IPv6, DHCP, Static IP, NTP, Trunking, LACP, VLAN, Jumbo frame, WINS	
14	<b>Notification</b>	Email, SNMP trap, Browser pop-up, Syslog, Windows messenger	
15	<b>OS Support</b>	Windows, Linux, Solaris, Mac	
16	<b>Virtualization</b>	VMware, Hyper-V, Citrix	
17	<b>Data Service</b>	SMB, NFS, AFP, FTP, SFTP, iSCSI target, WebDAV	
18	<b>Directory Service</b>	UnifiedAUTH, Microsoft Active Directory, LDAP	
19	<b>Warranty</b>	System: 3 years	
20	<b>AC Input</b>	100~240V, 50~60Hz, 3.5~1.5A or better	
21	<b>Operating Temperature</b>	0 to 40°C or better	
22	<b>Relative Humidity</b>	5% to 95% non-condensing or better	
23	<b>TFT</b>	18.5"(with keyboard and mouse)	
<b>B</b>	<b>SOFTWARE</b>		
1	<b>Automatic Backup software</b>	Veritas Backup Exec 16 V-ray Edition(per occupied socket) one Socket Veritas Desktop and Laptop Option 2 x Desktop and Laptop Option 10 pack  Automatic backup utility for taking Backup for files, Telly Database/Files, PHP, MySQL etc	

Above specifications are minimum requirement, however, bidder may propose higher specifications.

**9. TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

**Date:**

**To,**

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

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

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work: -**

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

**Dear Sir,**

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

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

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

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

**3. The corrigendum(s) issued from time to time by your department/ organisation 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) / corrigendum(s) in its totality / entirety.**

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

**Yours Faithfully**

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



## **10. PRICE SCHEDULE**

<b>Details/ Particulars</b>	<b>Total Cost including taxes and freight (in Rupees)</b>
Supply and installation of 12 TB or higher Network Attached Storage Device along with Automatic Backup utility (As per Technical Specification mentioned in the tender document)	
<b>Price in words :</b>	

Note :

1. Figure should be indicated in both figures as well as words.
2. Quoted price should be inclusive of all taxes, duties, installation, maintenance, transportation & demonstration.

Name, Signature with Seal of  
Firm's Representative

## **11. CONTRACT FORM**

### **AGREEMENT NO. ....**

The contract made the ...day of...2017 between M/s. Inland waterways Authority of India, A-13, Sector, 1, NOIDA-201301 [UP] (herein after "the Authority") of one part and M/S..... Of..... (herein after "the firm") of the other part WHEREAS the Authority is desirous that purchased hardware as identified in the bid form and price schedule and has accepted a Bid by the firm for the..... for the sum of Rs.....(.....) (herein after "THE CONTACT PRICE")

(PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

1. The contract shall consist of this contract form and the following documents and the exhibits, specification and other documents referred to therein (herein after called the "contract document") all of which by this reference are incorporated herein and made part thereof.

- a] Notification of award
- b] Bid Form / Price schedules
- c] Tender document containing:
  - General conditions of contract
  - Schedule of Delivery
  - Special condition of contract
- d] Specifications.
- e] Correspondence between firm & Authority from date of submission of tender to signing of agreement.

This contract sets forth the entire contract and agreement between the parties pertaining to the Supply and installation of 12 TB or higher Network Attached Storage Device along with Automatic Backup utility (As per Technical Specification mentioned in the tender document) described herein and supersedes all earlier verbal or written agreements. In the event of any discrepancy or inconsistency within the contract documents then the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Authority to the firm, the firm hereby covenants with the Authority to the work Supply and installation of 12 TB or higher Network Attached Storage Device along with Automatic Backup utility (As per Technical Specification mentioned in the tender document) therein in conformity in all respects within the provisions of the contract.

3. The Authority hereby covenants to pay the firm in consideration of the

provision and the remedying of defects/ replacement therein the contract price of such other sum as may become payable under the provisions of the contract, at the times and in the manner prescribed in the contract.

4. Any notice under this contract shall be in the form of letter, telex, fax or cable. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Authority shall be properly addressed to: -

Secretary  
Inland Waterways Authority of India  
A-13, Sector-1, NOIDA-201 301 (UP).  
Phone no. 0120 - 2544036  
Fax no. 0120 - 2543973

**(Firm address, Fax number and E-MAIL address)**

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

In WITNESS WHERE OF the parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

Signature of Authority (seal)

Signature for firm (with Seal)

Signed sealed and delivered by the said ..... (for the Authority)  
in the presence of .....

Signed sealed and delivered by the said .....  
(for the firm)  
in the presence of .....

## **12. PERFORMANCE SECURITY FORM**

To:

SECRETARY  
INLAND WATERWAYS AUTHORITY OF INDIA  
A-13,SECTOR-1, NOIDA-201301(U.P)

M/s.....hereinafter called "The Firm" has undertaken to \_\_\_\_\_  
\_\_\_\_\_ Contract No. \_\_\_\_\_  
\_\_\_\_\_ dated 2017 hereinafter called "the contract".

AND WHEREAS it has been stipulated by you in the Contract that the Firm shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with the firm's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the firm a Guarantee;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the firm, up to a total of Rupees .....(.....  
.....)

.....) and We,..... further agree that if demand is made by the purchaser for honoring the bank guarantee, we, ..... have no right to decline to cash the same for any reason whatsoever and shall cash the same within a maximum period of 2 days from the date of serving notice to the bank from the date of such demand. The fact that there is dispute of any nature whatsoever between the contractor and the purchaser is no ground for us..... to decline to honour the bank guarantee in the manner aforesaid is a sufficient reason for the purchaser to enforce the bank guarantee unconditionally without any reference to the contractor. We ..... further agree that a mere demand by the purchaser is sufficient for us ..... to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the contractor and any protest by the contractor shall not be valid ground for us, ..... to decline or fail or neglect the payment to the buyer in the manner and within the time aforesaid. Any such demand on the Bank shall be conclusive as regards the amount due and payable to the purchaser by the Bank under this guarantee.

we ..... further agree that the bank guarantee herein contained shall remain in full force and effect, till the expiry of warranty period of the equipment to the complete satisfaction of the purchaser in terms of clause 13-b of General condition of the contract dated..... and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claim satisfied or discharged in full or till the purchaser certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharge the guarantee. Unless a demand or claim under this

guarantee is made on us in writing on or before the ....., we shall be discharged from all liability under this guarantee thereafter.

We, further agree that the purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the contract or to extend the time during which the contract is to remain valid and or the time for performance by the contractor of its / their obligations under the contract from time to time or to postpone for any time or from time to time any of the powers exercise by the purchaser against the contractor and to forbear or enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor or any indulgence by the purchaser to the contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us, .....

The executor to this bank guarantee has resolved that it will not have recourse to any civil court for enforcement/cancellation of this bank guarantee to which, we also agree.

This Guarantee shall be valid upto ..... including from the date of issue.

This Guarantee will remain in force upto and including 180 days after period of validity of this guarantee and any demand in respect thereof should reach the Bank not later than such date.

We, ..... lastly undertake not to revoke this guarantee during its currency except with previous consent of the purchaser in writing.

date the ..... day of ..... 2017

Signature .....

SEAL

### **13. INTEGRITY AGREEMENT**

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

This Integrity Agreement is made at ..... on this ..... day of ..... 2017.....

BETWEEN

Chairman, Inland Waterways Authority of India represented through 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

M/s Delphi Infosolutions Pvt. Ltd., Regd Office : 8/10, South Patel Nagar, New Delhi – 110008, Ph. 01142488101, (Name and Address of the Individual/firm/Company)

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

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. IWAI/EDP/Backup Device/2014-15(2015) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Supply and installation of 12 TB or higher Network Attached Storage Device along with Automatic Backup Utility ” hereinafter referred to as the “Contract”.

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

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

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

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

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts

- or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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

### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.



- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

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

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

#### **Article 7: Other Provisions**

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

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

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

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

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

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

WITNESSES:

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

2. ....  
(signature, name and address)

Place:

Date :