

**Request For Proposal (RFP)**  
  
**For Appointment of Contractor**  
**For**  
**Removal and Disposal of 2 number Wrecks from**  
**Sittwe Port, Myanmar.**

**Tender No. IWAI/KPMU/45/2016**

**Inland Waterways Authority of India**

(Ministry of Shipping, Govt. of India)

A-13, Sector -1, NOIDA, Dist. GautamBudh Nagar - 201 301 (U.P.)

Ph No. 0120- 2530058 Fax No. 0120- 2530058,2544041

Web Site:-[www.iwai.gov.in](http://www.iwai.gov.in); E-mail:- [kpmu.iwai@nic.in](mailto:kpmu.iwai@nic.in),[kpmu.iwai@gmail.in](mailto:kpmu.iwai@gmail.in)

INR 5,000/- or USD 75



## DISCLAIMER

- This RFP document is neither an agreement nor an offer by the Ministry of External affairs (MEA), Inland Waterways Authority of India (IWAI) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFP.
- MEA or IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for IWAI to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements, which reflect various assumptions, and assessments arrived at by IWAI in relation to the operation & maintenance, Construction and its allied services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and the applicants are advised to obtain further independent information from appropriate sources.
- MEA or IWAI will not have any liability to any Contractor / Bidder or any other person in 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 RFP document, any matter, deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI/MEA or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. MEA or IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
- MEA/IWAI will not be responsible for any delay in receiving the Bids. The issue of this RFP does not imply that IWAI is bound to select a contractor/bidder or to appoint the Successful Applicant; as the case may be MEA/ IWAI reserves the right to accept / reject any or all of Bids submitted in response to this RFP document at any stage without assigning any reasons whatsoever. MEA/ IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

- 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/MEA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- IWAI/MEA reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of NIC/ CPP/MEA/IWAI.

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**SECTION-I: NOTICE INVITING E-TENDER**



# Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

A-13, Sector -1, NOIDA, Dist. GautamBudh Nagar - 201 301 (U.P.)

Ph No. 0120- 2530058 Fax No. 0120- 2530058,2544041

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## **Tender No. IWAI/KPMU/45/2016**

### NOTICE INVITING E-TENDER

#### **Introduction:**

- Inland Waterways Authority of India (IWAI), on behalf of MEA, invites ONLINE Tenders/Bids from reputed Salvage Company (Member of ISU) having capabilities of Wreck Removal, Disposal, De-bunkering, Salvage, etc. in two bid systems (Cover – I: Technical Bid and cover – II Financial Bid) for:

**“Removal and Disposal of Two Wrecks at Sittwe Port, Myanmar”.**

- Critical Data Sheet:-

Interested parties may down load the tender document on line from the site <https://eprocure.gov.in/eprocure/appand>, MEA website “[www.mea.gov.in](http://www.mea.gov.in)”, IWAI website “[www.iwai.nic.in](http://www.iwai.nic.in)” and are required to pay Rs. 5,000/- (Rupees Five Thousand only) or USD 75/- as the cost of Bid document deposited to (IWAI KALDAN FUND).

Document Download Start Date	18.03.2017
Pre-bid meeting	03.04.2017
Bid submission Last Date	24.04.2017 at 1500hrs (IST)
Bid Opening Date	25.04.2017 at 1530hrs (IST)
Cost of Tender Document	Rs.5,000/-or USD 75/-
EMD	Rs 10,00,000/- or USD 14,815

- Scope of work:-

In brief, the appointed contractor firms shall carry out namely:

**“Removal and Disposal of Two Wrecks at Sittwe Port, Myanmar”.**

- Method of Selection:

Technically Qualified Bidder will be selected as per procedures described in this RFP.



**b) Clarifications:**

Clarification/Query if any, on the RFP shall be obtained from the following address:

The Chief Engineer

Inland Waterways Authority of India

A-13, Sector -1, Noida, GautamBudh Nagar,

Uttar Pradesh- 201301,

Ph: 0120-2522971/2530058

Fax: 0120-2543973/2530058

Email id: [kpmu.iwai@nic.in](mailto:kpmu.iwai@nic.in), [kpmuiwai@gmail.com](mailto:kpmuiwai@gmail.com), [ce.iwai@nic.in](mailto:ce.iwai@nic.in);

- c) 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.

**The Chief Engineer  
IWAI, Noida**

## **SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)**

## 1.0 **Background:**

- 1.1 The Kaladan Multimodal Transit Transport Project (KMTTP)** was jointly identified by India and Myanmar, in 1990s, to create a multi modal mode of transport for shipment of cargo from eastern ports of India to Myanmar as well as Northeastern part of India, through Myanmar. The project, will connect Sittwe Port in Myanmar to India-Myanmar border, is expected to contribute to the economic development of the Myanmar and Northeastern states of India. The development of this important route will not only serve the economic, commercial and strategic interests of India, but will also contribute to the development of Myanmar, thus paving way for its economic integration with India. KMTTP envisages a waterway trade route from Sittwe Port to Paletwa (158 Kms) along the river Kaladan and road route from Paletwa to India-Myanmar border of 110Kms.

It is envisaged that Port of Sittwe to become a nodal point for transportation of goods from / to the interiors of the Rakhine and Chin State of Myanmar and North Eastern States of India, along the Kaladan river. It will also provide a gateway for trade from these places to other countries through international shipping.

- 1.2 The Ministry of External Affairs, (MEA)** Government of India (GoI), being the nodal agency has appointed **Inland Waterways Authority of India (IWAI)** as the Project Development Contractor (PDC), for “Kaladan Multimodal Transit Transport Project” in Myanmar, vide an agreement dated 19<sup>th</sup> March 2009. The scope of services to be provided by IWAI for Ports and IWT components under the Principal Agreement, have been enhanced vide a Supplementary Agreement-1, dated 28th April 2016.
- 1.3 Inland Waterways Authority of India (IWAI)**, is Government of India body under the Ministry of Shipping, having its registered office at A-13, Sector 1, Noida, Uttar Pradesh (201301), India is the PDC (Project Development Contractor) appointed by MEA.
- 1.4 India Ports Global Private Ltd. (IPGPL)**, is a joint venture company of Jawaharlal Nehru Port Trust (JNPT) and Kandla Port Trust (KPT) which was incorporated on 22<sup>nd</sup> January, 2015, having its registered office at 1107, Raheja Center, 214, FPJ Marg, Nariman Point Mumbai, Maharashtra – 400 021. IPGPL is the implementing agency for this project under IWAI.

## 2.0 INTRODUCTION

- 2.1 The MEA/IWAI will select a Contractor in accordance with the method of selection specified in clause 16 Section- II: Instruction to Bidder (ITB).
- 2.2 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment/Job has been described in Section - VI: Terms of Reference and Scope of work.
- 2.3 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation. The MEA/IWAI 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.

### **3.0 Bidder Eligibility Criteria**

#### **The Bidders shall meet the following Eligibility Criteria:-**

- The Bidder should be a full member of International Salvage Union (ISU).
- They must submit a valid membership certificate issued by the above union.
- Bidder should be in the core business of Wreck removal/Salvage/De-bunkering for the last seven years and should have independent Wreck removal / similar work experience for preceding seven (07) years.
- The bidder should have independently completed at least 3 works of wreck removals/refloating, salvage and de-bunkering operations jobs in the preceding 7 years.
- The bidder must have a prior experience of independently removing a sunken single wreck of at least 50-meter length, from a depth of at least 15 meters under water. Evidence must be attached separately.
- Bidders should furnish experience details as per format attached along with documentary evidence such as contract or work order copy/confirmation from Client Company for wreck removal jobs undertaken. Details of experience and past performance of the bidder, on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the technical bid, in support of the experience.
- The bidder should perform the wreck removal operations on their own, without subcontracting to any third parties/companies. The task of wreck disposal can be outsourced to a sub-contractor. The final responsibility / accountability lies with the

bidder. Arrangements with Sub-contractor along with the complete details should be submitted to IWAI.

- Project Manager should be available on site to attend to any emergency and to control and monitor on site activity on a day to day basis.
- The bidder should confirm that bidder would provide qualified Wreck removal personnel of requisite experience throughout the period of contract. A copy of the names and experience certificates of the expert team needs to be provided with the technical Bid Document.
- The contract period is for maximum 90 days i.e. from the day of commencement of the wreck removal operations at Sittwe site till the date of issue of wreck free certificate by the contractor after removing the 2 wrecks.
- Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letterhead is mandatory.
- Average Annual Turnover (Bidder) during the last three (03) years ending 31st March of the previous financial year should be at least Rs. 5 Cr (INR five Cr) or equivalent in foreign currency at the exchange rate published by RBI website on the date of uploading RFP on e-procurement website will be considered. The Bidders shall provide financial turnover of the Contractor for the last three years duly certified by statutory auditors.
- The similar work experience of parent company/subsidiary Company of the Bidder shall be considered.
- Bidder should have, during the last three years, neither failed to perform on any agreement as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- The Bidder shall have adequate resources for successful execution of the work for removal & disposal of wrecks and should be financially solvent. Bidder shall provide a solvency certificate for an amount as indicated in Section - III: Data Sheet.

#### **4.0 Pre-bid Meeting**

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid should inform the IWAI before hand in writing and email. The maximum number of participants, who choose to attend the pre-bid meeting, shall not be more than two (02) per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his/her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

## **5.0 Clarifications and Addendums**

- 5.1 Bidders/ may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the IWAI address indicated in Section - III: Data Sheet.
- 5.2 The IWAI will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the IWAI deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure mentioned hereunder:
- (I) At any time before the submission of Bids, the IWAI may amend the RFP by issuing an addendum/corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give bidders reasonable time to take an amendment into account, the IWAI may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any to the document will be available on <https://eprocure.gov.in/eprocure/appand>, IWAI website [www.iwai.nic.in](http://www.iwai.nic.in) and MEA website [www.mea.gov.in](http://www.mea.gov.in)

## **6.0 Preparation of Bids**

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid. Conditional tenders shall not be accepted. Bidders shall adhere to the requirements mentioned below:

### **6.1 EMD**

- 6.2 An EMD of Rs.10, 00,000/- (Rupees Ten Lakh only) or USD 14,815 shall be deposited as indicated below into IWAI's account:

- Name of bank account: Inland Waterways Authority of India
- Bank name and address: United Bank of India, Sector-18, Noida
- Beneficiary Account: IWAI Kaladan Fund, Saving Bank Account
- Bank account Number: 1416010027557
- Bank IFSC Code No: UTBI0NOI549

- 6.3 Bids not accompanied by EMD shall be rejected as non-responsive.
- 6.4 No interest shall be payable by the MEA/IWAI for the sum deposited as EMD.
- 6.5 The EMD of the unsuccessful bidders would be returned after the issue of letter of Acceptance (LoA). The amount in INR which was received in IWAI bank account from the foreign bidders as an EMD will be returned by converting the same amount into USD as per prevailing rate of exchange as per RBI on the day of transfer of fund.
- 6.6 The EMD of a successful bidder will be returned after the receipt of the Performance Bank Guarantee (PBG).
- 6.7 The EMD shall be forfeited by the MEA/IWAI in the following events:
- If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
  - If the Bid is varied or modified in a manner not acceptable to the MEA/ IWAI after opening of Proposal during the validity period or any extension thereof.
  - If the Bidder tries to influence the evaluation process.  
If the First ranked Bidder (L1) withdraws his/her proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of the proposal by the Contractor).
  - In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
  - If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of contract.
  - If the Bidder fails to furnish the PBG in accordance with conditions of the contract.
  - In case of a Bidder revoking or withdrawing his/her Tender or varying any terms in regard thereof without the consent of the MEA/IWAI in writing.
- 6.8 **Tender Fee**  
All Bidders are required to pay INR 5,000/- (INR Five Thousand only) or USD 75/- towards Tender Fees deposited in IWAI Bank Account as per the details mentioned clause 6.1.1 above. The tender fee is non-returnable.
- 6.9 **Bank Solvency**  
All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in India for an amount as mentioned in Section III: Data Sheet.
- 6.10 **Taxes**



6.10.1 The Bidders shall fully familiarize themselves with the applicability of all types of taxes (such as inter alia value added tax, sales tax, service tax, income taxes, custom duties, fees, levies and GST etc.) and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal.

6.10.2 Whereas in case of foreign bidders the following Particulars is required to be furnished (non-residents as per Income Tax Act, 1961): Foreign bidders should invariably submit (alongwith their bid) the following particulars, which are required to be furnished by MEA to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

(i) Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependant Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by MEA and if, yes, address of the Fixed Place PE or name & address of the Dependant Agent.

(ii) Whether by carrying on activities in relation to its engagement by MEA, the non-resident constitutes an Installation/Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence?

(iii) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by MEA are attributable to such PE?

(iv) If the remittances to be made to the non-resident under his engagement by MEA are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by MEA, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?

(v) If no part of the remittances to be made to the non-resident under his engagement by MEA is attributable to a PE which it has in India, what are the reasons for the same?

(vi) Non-resident's complete address (not necessarily in India).

(vii) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?

(viii) Country of tax residence of the non-resident supported by a Tax Residency Certificate (TRC) issued by the Government of country or specified territory to the

effect that the person named therein is a resident of that country or specified territory.

(ix) In accordance with Rule 21AB of the Income-tax Rules, 1962, along with the TRC, the non-resident shall also furnish the requisite information in the prescribed Form '10F' which is enclosed at Annexure-IX of the tender document.

(x) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate and Form No. 10F to MEA within a reasonable time, he should furnish an undertaking to the effect that he is a tax resident of \_\_\_\_\_ (the specified country) and that he shall obtain and provide the TRC and Form No. 10F to MEA before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.

(xi) Country which can be called the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.

(xii) Non-resident's e-mail address.

(xiii) Non-resident's phone number with International Dialling code.

(xiv) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details. Bidders should note that any delay in submission of TRC/PE information within the specified time may lead to the Income Tax Department directing MEA to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from the contractor.

#### 6.11 **Taxes in Myanmar:**

MEA shall ensure that no taxes or other duties applicable for local procurement of machinery /equipment/ material etc. by the contractor in Myanmar for the project.

Personnel deputed to Myanmar for the project shall be exempted from payment of local taxes like income/wealth/employment /social security taxes or any other such duties/levies/cess of any nature in accordance with the internal procedures of Myanmar. Also the personal effects will be free from the import duty for the personnel from outside Myanmar for the implementation of the project.

MEA/IWAI, in coordination with nodal agency of Myanmar, shall ensure that contractor shall be permitted to bring in equipment, material and personnel including technicians required for the execution of the project free of impediments and cost.

#### 6.12 **Currency**

Bidders shall express the price of their Assignment/job either in Indian Rupees or US Dollar only. Bidders are to quote all inclusive lump-sum rates in INR or US Dollar. Payments to the tenderer residing in the countries other than India will be made in foreign exchange only. The exchange rate for International tenderer(s) residing outside India who quote in US Dollar will be computed on the basis of the converted rate in the Indian Rupees as on the date of closing of the bids. The conversion rate will be taken as standard rate of conversion of the currency on that day as per rate approved by RBI. Bidders shall express the price of their Assignment/job in Indian Rupees or in US Dollar. At the time of submission of bids, bidder must consider factors of fluctuations in foreign exchange for the entire period of contract. No price escalation or correspondence in this regard, will be allowed. Also there will be no loading of foreign exchange for deciding the inter-se-ranking of Indian bidders in this tender. In case where tenders are received in US Dollars, the Reserve Bank of India's declared rates on the date of closing of bid shall be adopted for evaluation of price bids.

#### 6.13 **Language**

The Bid as well as all related correspondence exchanged between the Bidders and the MEA/IWAI shall be in English language and shall be strictly as per the formats attached in this RFP. The MEA/IWAI will evaluate only those Bids that are received in the specified formats and 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 MEA/IWAI shall be in English and in case any of these documents are in another language, same 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.

The bidder shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### 6.14 **Bid Validity**

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The

MEA/IWAI will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, the MEA/IWAI may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional staff Proposed in the Bid and that their financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. 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.

#### 6.15 **Number of Bids**

A bidder can submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily and the bidder shall be disqualified from subsequent bidding in MEA projects.

#### 7.0 **Conflict of Interest**

7.1 MEA/IWAI requires that selected bidder (Contractor) provides professional, objective, and impartial advice and at all times holds the MEA/IWAI interests paramount, strictly avoids conflicts with other assignment(s)/job(s) or his/her own corporate interests and act without any consideration for future work.

7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: -

- **Conflicting Activities:** A Contractor or any of its affiliates who have been engaged by the MEA/IWAI to provide goods, works or assignment/job other than contract assignment/job for a project shall be disqualified from providing contract assignment/job related to those goods, works or assignments/jobs. Conversely, a Contractor or any of its affiliates who have been hired to provide contracting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than contracting assignment/job resulting from or directly related to the Contractor contracting assignment/job for such preparation or implementation.
- **Conflicting Assignment Job:** A Contractor {including its personal and sub-contractor(s)} or any of its affiliates shall not be hired for any assignment/ job that by

its nature may be in conflict with another assignment/job of the Contractor to be executed for the same or for another Employer.

- **Conflicting Relationship:** A Contractor {including its personal and sub-contractor(s)} that has a business or family relationship with a member of the Owner's /PDC's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MEA/IWAI throughout the selection process and the execution of the contract.

7.3 Contractor/ bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Owner/ PDC, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the contractor fails to disclose said situations and if the MEA/IWAI comes to know about any such situation at any time, it may lead to the disqualification of the contractor during bidding process or termination of its Contract during execution of assignments.

7.4 No agency or current employees of the MEA/IWAI shall work as Contractor under their own ministries, departments or agencies.

## **8.0 Acknowledgement by Bidder**

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

- 8.1 Made a complete and careful examination of the Tender for “**Removal and Disposal of Two Wrecks at Sittwe Port, Myanmar**”.
- 8.2 Received all relevant information requested from the IWAI;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid.
- 8.4 Acknowledged that it does not have a Conflict of Interest; and
- 8.5 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

## **9.0 Guidelines for e-submission of the Bids**

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.

- 9.2 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.
- 9.3 Bidder should enroll on 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 Contractors/Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 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.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 Contractor may go through the Tenders published on the site and download the required tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained ONLINE through the Tender site, or should also take into account the addendum/corrigendum published before submitting the Bids ONLINE.
- 9.10 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.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favorites’ folder.
- 9.12 From the favorite’s folder, he/she selects the tender to view all the details indicated
- 9.13 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.

- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the tender document / schedule and generally and 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 – III: 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.
- 9.15 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.
- 9.16 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given person to the IWAI 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.
- 9.17 While submitting the Bids ONLINE, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 9.19 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.
- 9.20 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 conditions of contract without any exception and have understood the entire document and are clear about the tender requirement.
- 9.21 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.

- 9.22 If the price Bid format is provided in a spreadsheet 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.
- 9.23 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 Bidders at the eleventh hour.
- 9.24 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.
- 9.25 The Bidder should ensure/see that the Bid documents submitted are 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.
- 9.26 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.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 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.
- 9.30 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.



- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting PDC for a Tender or the relevant contact person indicated in the Tender.
- 9.32 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 or** as given on the site helpdesk.

## **10.0 Submission of Bids**

The Hard Copy of all the original bid which is uploaded on E bidding WEBSITE, instruments in respect of cost of Tender document, earnest money, must be delivered to the office of IWAI, A-13, Sector 1, Noida, Uttar Pradesh (201301), India, on or before bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee, EMD etc., against the submitted Bid shall automatically become ineligible and shall not be considered. The tender fee shall be non-refundable.

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

### **10.1 Cover-I: Technical Bid**

#### **10.1.1 Enclosure – I**

- SCANNED copy of the proof of Tender fee as specified in Section – III: Data sheet
- SCANNED copy of the proof of EMD as specified in Section – III: Data sheet
- Proof of bank solvency for the amount as specified in Section – III: Data Sheet.
- SCANNED copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – V
- SCANNED copy of Warranty Form duly filled and signed by the authorized signatory of the Bidder as per Annex – VI
- SCANNED copy of Tender Submission Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – VII
- SCANNED copy of Form of Tender (Form 4A)
- SCANNED copy of a signed declaration by the bidders (Form 4G)
- Power of Attorney for the authorized person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport/Driving license/Voter's ID etc.) of the authorized representative.
- Bidder information form (Form 4H)
- Composition/Ownership/Shareholding pattern of the organization

- Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- Registration/incorporation certificate of the company/Contractor.
- Any other certification as mentioned in the TOR
- Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorized signatory of the bidder.

#### 10.1.2 Enclosure – II

- SCANNED copy of the Annual Report/Audited balance sheets, for the preceding three financial years ending 31st March of the current financial year.
- SCANNED copy of Service Tax Registration certificate; if applicable.
- SCANNED copy of PAN card of the Bidder.
- Form 4C for average annual turnover
- SCANNED copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex – IV.
- Integrity agreement duly signed by bidder's Authorized Signatory. Original copy is to be submitted along with hard copy of the bid.

#### 10.1.3 Enclosure – III

SCANNED copy of complete Contractor profile with details such as:

- Background of the Contractor
- Copies of completion certificate on client's letterhead for similar works executed by the bidder in last seven (07) years. The submitted certificates shall comply with conditions laid in clause 3 of ITB (Bidder Eligibility Criteria) such eligible works shall be supplied in Form 4B.
- Copies of work order/ agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of ongoing assignments as per Form- 4F
- Provide list of litigation history, if any.

#### 10.1.4 Enclosure – IV

- The Bidder shall submit the Technical Bid ONLINE keeping in view the scope of work listed in the TOR which must include:
- The approach to the work and methodology to be adopted (Form 4J)
- Detailed work plan

**It may be noted that the Technical Bid shall not contain any reference to the financial bid for Wreck Removal & Disposal.**

## 10.2 Cover-II: Financial Bid

Financial Bid in excel format provided along with this Tender as Form Fin – 2 shall be used for quoting prices/offer.

- This will contain contract fee to be charged for completing the work.
- While working out contract fees, following points should be noted:
- Contractor will have to make their own arrangements transport/accommodation/TA/DA of their personnel assigned to this project.
- Price quoted in Form FIN-2 would deemed to have included all incidental cost.
- All duties, taxes, royalties and other levies payable by the Contractor/under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment. All payments shall be made in Indian Rupees (INR) or equivalent to US Dollars as per RBI's rate of exchange on the date of closing of bid.
- Indian registered company has to quote in INR only.

10.3 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.

10.4 The total duration of contract period shall be as specified in Section – III: Data sheet.

## 11.0 Extension of Bid submission date

The MEA/IWAI may extend the date of submission of bids and shall inform all the bidders by issuing an addendum.

## 12.0 Late Proposals

Proposals received by the IWAI after the specified bid submission date or any extension thereof, pursuant to clause 11, shall not be considered for evaluation and shall be summarily rejected.

## 13.0 Liability of MEA/IWAI

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 MEA/IWAI 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 procedure for ONLINE submission of bids, mentioned under clause 9 of ITB, has

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.

#### **14.0 Modification/Substitution/ Withdrawal of Bids**

The bidders may modify, substitute or withdraw their tender after submission before the submission deadline as mentioned NIT in this tender document through e-Procurement Mode.

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

#### **15.0 Bid opening and evaluation process**

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders/should not contact the MEA/IWAI on any matter related to its Technical and/or Financial proposal. Any effort by bidder to influence the MEA/IWAI in the examination, evaluation, ranking of Proposals and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The MEA/IWAI will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.

15.3 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 – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfills the criteria as stipulated in the RFP, 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 MEA/IWAI, 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 14 shall not be opened.

15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified Clause 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive Proposals shall be further taken up for evaluation. A Bid shall be considered responsive only if:

15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11.

- 15.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;
- 15.4.3 It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);
- 15.4.4 It does not contain any condition or qualification.
- 15.5 The IWAI 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.
- 15.6 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, the total amount of each Bid, and such other details as the IWAI may consider appropriate will be announced by the IWAI at the time of Bid opening.

## **16.0 Bid evaluation**

### **16.1 Technical Evaluation**

#### **16.1.1 Minimum Qualification Criteria:**

The experience of having successfully completed similar work in the previous 07(seven) years ending last day of the month previous to the one in which this Tender is invited should be of either of the following amount.

- 3 similar works each costing not less than Rs. 2 Crores or equivalent in foreign currency

Or

- 2 similar works each costing not less than Rs. 3 Crores or equivalent in foreign currency

Or

- 1 similar work costing not less than Rs. 4 Crores or equivalent in foreign currency

16.1.2 Average annual turnover of the bidder for preceding 03years should be at least INR 5 Crores (INR Five Crores only) or equivalent in foreign currency

16.1.3 Only for assessing the eligibility criteria i.e. work experience and annual average turnover, the exchange rate for foreign currency published on RBI website on the date of uploading of RFP on e-procurement website will be considered.

16.1.4 The bidder who meets all the technical criteria will qualify for the opening of the financial bids.

## 16.2 Financial Evaluation

The bidder who quotes the lowest price (evaluated) shall qualify for the award of the contract. In case bids are received in US Dollars, the Reserve Bank of India's declared rates on the date of closing of bid shall be adopted for evaluation of price bids.

## 17.0 Award of Contract

17.1 After completing negotiations, the MEA /IWAI shall issue a Letter of Award to the selected Bidder and shall promptly notify all other Bidders who submitted their bids about the decision taken.

17.2 The Contractor will sign the contract after fulfilling all the formalities/preconditions mentioned in the Standard Form of Contract in Section VII, within 15 days' of issuance of the Letter of Intent. The Contract will be signed between MEA and the selected Contractor.

17.3 The Contractor is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

## 18.0 DISQUALIFICATION:

The tender is liable to be disqualified if;

- Bidder not satisfying any of the conditions mentioned at clause 10.
  - Tender not submitted in accordance with terms and conditions of the Tender Form.
  - During validity of the quotation period or its extended period, if any, the bidder increases his/her quoted prices.
  - Received in incomplete form including rate schedule.
  - Received after due date & time.
- i) Information submitted in Technical offer is found to be incorrect or false at any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
  - ii) Multiple tenders being submitted by one party or if common interests are found in two or more bidders, the parties are liable to be disqualified.
  - iii) While processing the tender documents, if it comes to the knowledge of MEA/IWAI that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the bidders involved in cartel are liable to be disqualified for this tender as well as for a further period of two years.
- The bidder is found to be financially unsound on the basis of the audited Balance Sheet/P&L A/c for last two years submitted with the tender.

- Bidder who is not in a position to mobilize his personnel, equipment, crafts within 30 days from notification of award (NOA) and commencement of actual wreck removal on site within 45 days of NOA.
- Offers of Bidders taking any exception/deviations to tender/contract terms and conditions will not be considered.
- The bidder is unable to commence wreck removal by the stipulated date.
- The bidder has been barred by any Indian and Myanmar Government or their agencies or by any Public Sector Undertakings for non-fulfillment of the contractual obligations.

## **19.0 SAFETY AND LABOUR LAWS:-**

**19.1 CONTRACTOR** shall comply at its own cost with the provision of all applicable laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Contractor shall be applicable in the performance of this CONTRACT shall abide by these laws.

Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe safety rules and regulations of Contractor (including code of practice for Diving / Geotechnical /Wreck cutting /clearing /lifting/transportation and disposal operation, wherever applicable). No smoking or open flames shall be permitted on Craft and nearby except in areas marked by Contractor and approved by Company. The welding jobs shall be carried out with full safety precautions. The diving guideline shall be provided to the Contractor wherever applicable. Contractor's employees shall comply with safety procedures / policies.

**19.2** The Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall immediately take the emergency control steps to avoid any abnormal situations.

Persons to be deputed for carrying out jobs under contract must have undertaken trainings as per applicable statutory requirements

## **20.0 Insurance**

**20.1** The contractor will take adequate insurance cover at his/her cost for all the risks involved including pollution, in the work scope and copy will be submitted to IWAI prior mobilization. Bidder shall submit with its tender a copy of its current Insurance certificates and ensure that in the event of it being awarded a contract, the insurance shall comply in full with the insurance obligations (including but not limited to endorsement about additional named insured, waiver of subrogation etc.) as set below. Company will not be responsible for any liability including pollution liabilities.

## 20.2 Contractor's insurance

Contractor to declare and submit necessary documents that they have taken out all insurance policies necessary to cover their liabilities including the following:

- Employers' liability insurance for damage suffered by their personnel (2.0 mil. USD minimum),
- Maritime insurance to cover both hull and machinery, for any loss or damage suffered by the Craft, including war and like risks,
- Public liability insurance for their responsibility to third parties for bodily injury and property damage including the expenses involved to remove, Displace, destroy, light and beacon the Vessel's wreck (5,000,000 USD minimum),
- All risk insurance to cover their equipment and materials used in the performance of the Contract.

## 21.0 Indemnity

- 21.1 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the MEA/IWAI, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

## 22.0 Fraud and Corrupt Practices

- 22.1 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 for Wreck Removal & Disposal, the MEA/IWAI 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 MEA/IWAI shall, without prejudice to its any other rights or remedies, forfeit the EMD or PBG, towards damages payable to the MEA/IWAI for, inter alias, time, cost and effort of the MEA/IWAI , in regard to the Tender for Wreck



Removal & Disposal, including consideration and evaluation of such Bidder's Proposal.

- 22.2 Without prejudice to the rights of the MEA/IWAI under Clause 18 (Insurance) hereinabove and the rights and remedies which the MEA/IWAI may have under the LOA or the Agreement, if a Bidder or Contractor is found by the MEA/IWAI to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or Tender for Wreck Removal & Disposal issued by the MEA/IWAI during a period of two years from the date such Bidder or Contractor, as the case may be, is found by the MEA/IWAI to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

### **23.0 ARBITRATION**

- 23.1 Any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, shall within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996.
- 23.2 If a dispute arises out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- 23.3 The number of Arbitrators shall be two. The authority to appoint the Arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.
- 23.4 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rule, 1996.
- 23.5 The Place of Arbitration shall be in Delhi. The language of arbitration proceedings shall be in English.
- 23.6 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- 23.7 The provisions of the Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful. 23.8 The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to

postpone or delay the performance by the Parties of their respective obligations under this indenture.

#### **24.1 Contractors' Permits, Licenses and Authorizations**

Contractor shall obtain and maintain at all times all approvals, permits and authorizations required for their personnel (permits, visas, etc.), equipment, activities and spares parts (import licenses, re-export licenses, customs requirements...) in order to be able to carry out its work at SITTWE and to ensure proper performance of the activities as required by the work scope.

Said approvals, permits and authorizations may include, but are not limited to, at Contractors care and costs, of the Temporary Admission Regime (TAR) for the crafts. Said TAR Regime to be obtained by Contractor from the Myanmar Authorities, includes the following, non-exhaustive, list of authorizations (as applicable):

- Certificate of Temporary Registry of the Vessel (AITEE)
- Term of Responsibility and Guaranty (TR)
- Request and Concession of Temporary Admission Regime
- Registry of Financial Operations (ROF)
- Temporary Admission Customs Clearance
- Imported Material and Equipment – Nationalization
- Approval of Vessel/Crafts
- Legalization at the Public Health Department
- Legalization at the Police Department
- Customs Legalization/Import Clearance / Port Clearance
- Legalization at the Port Administration
- Admission Write-off (repair, destruction, nationalization, re-export) if necessary
- Clearance from Department of Marine Administration (DMA)
- Departure of Crafts (Write-off)
- Any other clearances required for operating the Vessels in Myanmar waters.
- Any other clearances related to the work scope.

#### **24.2 Compliance with laws and regulations**



Contractors agree to comply and to ensure compliance by their personnel, at their sole cost with all laws, rules and regulations enforced by the Public Authority and other bodies which are now, or may in future become applicable to Contractors' business, equipment and personnel engaged in the wreck removal and disposal Activities or occurring out of the performance of such Activities and to comply with all current safety procedures and regulations including Contractor's recommendation and instructions thereon and those concerning pollution control.

### **SECTION-III: DATA SHEET**

**DATA SHEET**

<b>CLAUSE NO. OF DATA SHEET</b>	<b>REF OF ITB</b>	<b>PARTICULARS</b>	<b>DESCRIPTION</b>
1.	-	Employer	Ministry of External Affairs, New Delhi
2.	2.2.	Name of the Assignment /Job is	Two numbers of Wreck Removal & Disposal at Sittwe Port, Myanmar.
3.	2.1	Method of Selection	Lowest Financial Bid of Technically qualified Bidder
4.	2.3	Date & time and address for submission of Bid	Date: 24.04.2017 Time: Latest by 1500 Hrs. (IST) ONLINE submission <b>INLAND WATERWAYS AUTHORITY OF INDIA</b> (Ministry of Shipping, Govt. of India) A-13, Sector -1, NOIDA, Dist. GautamBudh Nagar, U.P - 201 301.Ph No. 0120-2530058 Fax No. 0120- 2530058,2544041 Web Site:- <a href="http://www.iwai.gov.in">www.iwai.gov.in</a> Email: <a href="mailto:kpmu.iwai@nic.in">kpmu.iwai@nic.in</a> , <a href="mailto:kpmu.iwai@gmail.in">kpmu.iwai@gmail.in</a>
5.	4	A pre-Bid meeting will be held on	Date:03.04.2017 Time: 1100hrs. (IST) <b>INLAND WATERWAYS AUTHORITY OF INDIA</b> (Ministry of Shipping, Govt. of India) A-13, Sector -1, NOIDA, Dist. GautamBudh Nagar, U.P - 201 301.Ph No. 0120- 2530058 Fax No. 0120- 2530058,2544041 Web Site:- <a href="http://www.iwai.gov.in">www.iwai.gov.in</a> E-mail:- <a href="mailto:kpmu.iwai@nic.in">kpmu.iwai@nic.in</a> , <a href="mailto:kpmu.iwai@gmail.in">kpmu.iwai@gmail.in</a>
6.	5.1	Last date for seeking clarifications	Date :30.03.2017 Time : 1700 hrs. (IST) Email ID: <a href="mailto:kpmu.iwai@nic.in">kpmu.iwai@nic.in</a> <a href="mailto:kpmuiwai@gmail.com">kpmuiwai@gmail.com</a> , <a href="mailto:ce.iwai@nic.in">ce.iwai@nic.in</a>

7.	6.1	EMD	INR Ten Lakh or US Dollars 14,815
8.	6.2	Tender Fee	INR 5,000/- or USD 75/-
9.	6.3	Bank Solvency	INR 200 lakh or US Dollars 29,630
10.	6.7	Bid Validity	180 days from the last date of submission of bid
11.	-	The formats for the Technical Bid	FORM 4A: Form of Tender
			FORM 4B: Eligible Projects
			FORM 4C: Average Annual Turnover
			FORM 4D: Power of Attorney
			FORM 4E: List of Ongoing assignments
			FORM 4F: Declaration by the Bidders FORM 4G: Bidder information sheet FORM 4H: Description of approach, Methodology & work plan for removal of wrecks.
12.	-	Contract Period	90 days
13.	15.3	Bid Opening date and time	Date: 25.04.2017 Time : 1530 hrs. (IST)
14.	-	Location of assignment	Sittwe Port, Myanmar

## **SECTION-IV: TECHNICAL BID STANDARD FORMS**

### FORM 4A: Form of Tender

To,  
The Chief Engineer,  
Inland Waterways Authority of India  
A-13, Sector 1, Noida, Uttar Pradesh (201301), India.  
Dear Sir,

We (M/s----- of-----)  
having read and fully understood the specification, conditions of Tender and conditions of the contract hereby the **Tender for Removal & Disposal of two number of wrecks at Sittwe Port, Myanmar** in accordance with and so forth in Notice Inviting Tender, Conditions of Contract.

The Tenders have been submitted in Cover-I and Cover-II as stipulated in your Tender Notice.

We hereby agree that the said specification, conditions of Tender and Conditions of the Contract together with the acceptance thereof in writing by or on behalf of the MEA/IWAI shall constitute the contract.

We have deposited with the Chief Engineer, Inland Waterways Authority of India, A-13, Sector- 1, Noida, Uttar Pradesh-201301, an amount of Rs. / USD.....(in words) vide RTGS/NEFT/SWIFT/Cheque/DD No. ....Of..... Bank dated..... as Earnest Money for the Tender.

Should MEA/IWAI ask for a break up of our price, we shall submit the same forthwith giving adequate justification to establish its veracity, failing which the MEA/IWAI may cancel our Tender and forfeit the Earnest Money deposited by us.

We, the undersigned, offer to provide the wreck removal & disposal works for **(Removal & Disposal of two numbers of wrecks at Sittwe Port, Myanmar)** in accordance with your request for Bid date (Insert date) and our Technical Bid. Our attached Financial Bid is inclusive of all applicable taxes except service taxes as on date. 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 agree that you are not bound to accept the lowest or any Tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for the decision.

(Duly authorized to sign the Tender on behalf of the Bidder)

Witness\_\_\_\_\_

Signature\_\_\_\_\_

\_\_\_\_\_  
 Name\_\_\_\_\_

(IN BLOCK LETTER)

Date\_\_\_\_\_

Name\_\_\_\_\_

Designation

Name of Leader of \_\_\_\_\_

Note: All blank spaces to be filled in by the Bidder and submitted along with Tender

### FORM 4B: Eligible Projects

Format for Responsiveness of Bid (Eligible Projects) Wreck Removal Specific Experience  
[Using the format below, provide information on each assignment for which you were legally contracted for carrying out Wreck Removal & Disposal similar to the ones requested under this assignment.]

1. Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
  2. Exhibit only those projects undertaken in the preceding seven (07) years i.e up to 31.12.2016.
  3. Projects without the proof of completion certificates including start Date, end date and value of the work executed from respective client will not be considered.
- Projects that have been substantially completed shall also be considered.  
Substantially completed projects shall be based on 90% or more works completed under the contract. Documentary evidence for substantially completed project from client is required to be submitted.

Sl. No	Name and description of the wreck re-floated/salvage/De-bunkering/wreck removal	Name And address of Client	Capital of the equipment used	Period(dd/mm/yy)		No of days	Bidders' name and scope of work	Whether job has been done independently or by the Sub-Contractor	Documentary proof attached ( Contract copy /work order)
				From	To			YES/NO,	

Bidder's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**FORM 4C: Average Annual Turnover of Applicant**

SI NO.	Financial Years	Average Annual Turnover of Bidder (INR/US Dollar) in preceding Three Years
1		
2.		
3.		
Average Annual Turnover		[Indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

Name of Bidder: .....

(Signature of the Statutory Auditor Seal of the Concern)

Note:

1. In case the Contractor does not have a statutory auditor, the certificate to be provided by the financial professional having recognition from respective statutory accounting/financial, body of the country.

### FORM 4 D: Power of Attorney

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 “Authorized 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: **“Removal& Disposal of Two Number Wrecks at Sittwe Port, Myanmar”**.

The selection of Contractor for Ministry of External Affairs (the “Owner”) 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 MEA/IWAI , representing us in all matters before the MEA/IWAI, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the MEA/IWAI in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Owner.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized 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 Authorized 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 executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.

**FORM 4E: List of Ongoing Assignments**

<b>Sl. NO.</b>	<b>Assignment</b>	<b>Start Date</b>	<b>End Date</b>	<b>Project Value</b>	<b>Value of Services being provided</b>	<b>Present status of Assignment</b>
1.						
2.						
3.						
4.						
5.						

**FORM 4F: Declaration by the Bidders**

Date : .....

To,  
 The Chief Engineer,  
 Inland Waterways Authority of India,  
 A-13, Sector 1, Noida,  
 Uttar Pradesh (201301),

Kind Attention: -----

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.		No alteration has been made in any form in the downloaded Tender document.
2.		We have not been banned or de listed by any government or quasi government agency or public sector undertaking.
3.		We accept the payment terms of clause 6 of Conditions of the Contract.
4.		We provide our acceptance to all Tender Terms and Conditions.

5. We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.

Yours Faithfully



(Signature of the Bidder, with Official Seal)

Note: Please tick the appropriate box in the above table.

**FORM 4G: Bidder information sheet**

- 1) Bidder's legal name
- 2) Bidder's country of registration
- 3) Bidder's year of registration
- 4) Bidder's Legal Address in the country of registration
- 5) Bidder's Authorized Representative Information
  - (i) Name:
  - (ii) Address:
    - Telephone /Fax numbers:
    - Email Address:
    - ISU Membership Number & Validity:
    - PAN / TAN :

Note:

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

Each must submit the above document



**FORM 4H: DESCRIPTION OF APPROACH, METHODOLOGY AND  
WORK PLAN FOR REMOVAL OF WRECKS AND DISPOSAL AT SITTWE PORT,  
MYANMAR**

[Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
  - b) Work Plan, and
  - c) Organization and Staffing,
- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. The contractor should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. . The work plan should be consistent with the Work Schedule.
- c) Organization and Staffing. The Contractor should **propose** and composition of the team. The contractor should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff. (Project in charge, salvage master, naval architect, diving supervisor, etc.)

## **SECTION – V: FINANCIAL BID STANDARD FORMS**

**Form Fin — 1: Summary of Costs**

**PRICE FORMAT**

Description of the work		Lump-sum net Amount( either in USD or in INR)
<b>Entire work scope as per TOR of the tender document, which includes but not limited to the following:-</b>		
Wreck removal, Mob/De-mob, PSC/FSI inspections, Custom Clearance expenses, Inward-outward conversion, Naval Security Clearance, passes, regular/ callout personnel/experts, diving charges, pilot launch charges, inward-outward clearances, all personnel, material and crafts required for wreck removal and disposal, manning of vessels, bunkers, lube oil, fresh water, victualing, communication/documentation, site office expenses, travel/visa expenses, lodging-boarding, all Myanmar local clearances as per applicable relevant rules in Myanmar , duties, attending all meetings, sonar sweep, all reports, including all taxes	= A	
<b>Lump sum scrap value of the 2 wrecks on “as is where is” basis</b>	= B	
<b>OR</b>		
<b>Lump sum disposal cost of the 2 wrecks</b>	= C	
<b>TOTAL VALUE inclusive of all taxes</b>	<b>=A-B + C</b>	

Authorized Signature

Name : .....

Designation : .....

Name of Concern : .....

Address : .....

**Form Fin — 2: Mobilization /de-mobilization cost**

**(INDICATIVE ONLY)**

**Will not be used for evaluation purpose as same is  
included in “A” of FIN-2 - Price format**

Name of the Base port for Mobilisation and de- Mobilisation: .....

**Either in US\$ or INR**

**Mobilization cost and Base port**

**De-mobilization cost and Base port**

Authorized Signature

Name : .....

Designation : .....

Name of Concern : .....

Address : .....

## **SECTION-VI: TERMS OF REFERENCE (TOR)**

## **25.0 Introduction and Brief Scope of Work**

25.1 Refer Section II Instruction to bidders 1.0 Background

25.2 The Contractor should study on his own the existing condition/position of both Wrecks at Sittwe Port, Myanmar.

## **26.0. Scope of the Work:**

The scope of work includes for “Removal & Disposal of two Wrecks” at Sittwe Port, Myanmar and carries out SONAR sweep and issue wreck free certificate.

The **WORKSCOPE** comprises of 2 parts:-

- Wreck removal
- Wreck disposal
- Carry out SONAR Sweep
- Issuance of Wreck free certificate

**The entire project shall be executed as per the best industry practice and shall include but not be limited to the following:-**

### **26.1 Wreck Details:**

**Approximate Position of Wreck 1 = Latitude 20° 08.199” North  
Longitude 092 ° 54.13” East**

**Approximate Position of Wreck 2 = Latitude 20° 08.207” North  
Longitude 092° 54.178” East**

**Wreck -1 = Length -15.0 meters & Breadth – 5.0 meters;**

**Wreck -2 = Length -18.0 meters & Breadth – 6.0 meters;**

**Histories of wrecks were not known; hence vessels may or not have explosives or unexploded charges.**

### **26.2 Wreck removal**

- After NOA, bidder should submit PBG within 15 days and start preparing his/her personnel, material and crafts for mobilization from base port. Bidder should mobilize his/her assets as soon as possible so as to reach and start wreck removal activity after all clearances at Sittwe Port. The copy of chart would be provided, upon request, to the bidders of hydrographic survey of the Sittwe harbour area by the IWAI.
- The wreck will be cut into small sections as suitable for handling. If these pieces while disposal, may be landed jetty, same should be weighing not more than 20 tons

vide limitations on the jetty's load bearing capacity. As wrecks are lying on seabed for quite some time, they are expected to be penetrated into seabed. Work scope will involve clearing these wrecks from mud/sand/ bottom sediments/siltation etc. Any damage to the jetty has to be made good by the contractor.

- Each piece removed from wreck to be lifted safely and kept on barge or jetty as per disposal plan. Before weighing of the pieces, sediment removal operation needs to be carried out on them to remove the silt, mud etc. deposited on them.
- On completion of each vessel's wreck removal, intimation should be given.
- All wreck removal/disposal work has to be undertaken under supervision of an expert person and with utmost care. All the personnel working on projects should be bonafide and must have a good track record. The entire work should be done in the most professional manner. All the workers will wear proper PPE, follow and record safety procedures. The valid test certificates for the gears used should be available on board.
- Bidder along with technical bid shall submit the Method of Work for wreck removal and disposal in complete detail and the bidder shall adhere to same. Any deviation from the Method of Work declared and agreed should be with consent of IWAI.
- Contractors to bid after considering the removal of the wrecks without environmental damage. The contractor will take all necessary precautions against pollution by trapped fuel oil/lube oil/grease/paint /chemicals/asbestos and other harmful materials emerging out from the wrecks while cutting, removing, and disposal.
- Equipment and material in sufficient quantities required to contain pollution should be available on board the crafts engaged for such works.
- List of such materials must be submitted with the technical bid.
- At the end of complete wreck removal job, the contractor will carry out sonar sweep of area of 1000 meters radius from the wreckage position to detect any pieces more than **1mtr X 1mtr** lying on the seabed. In case any wreck piece is detected during sonar sweep, it should be removed and then wreck free certificate should be issued to IWAI/MEA. The SONAR Sweep will be witness by MEA/IWAI representative. Hence minimum 10 days notice prior SONAR sweep would be required.
- At least 12 hours or more continuous operation per day is expected.
- The crafts need to be equipped with adequate bright lights to enable safe operation.
- Area around the main wreck to be cleared of debris emanating from the main wreck.

- All co-ordination, liaison with various Government agencies such as GOI, Government of Myanmar, Various Authorities, agencies etc. and getting approvals, permits etc. must be done by the contractor.

- **Wreck disposal:**

Contractor can dispose of wreck pieces by appointing a sub-contractor. The disposal method whether from jetty and land disposal or disposal by barge will be declared by contractor in technical bid with complete details. The arrangement with sub-contractor should be shared with IWAI. After removal of the wreck pieces, sediment removal operation needs to be performed to remove the silt, mud, etc. deposited on the pieces. Once the wreck pieces are removed out of water then it should be stored /lashed properly and will remain under custody of the contractor. Transportation of wreck pieces for final disposal destination safely by road/sea will be contractor's responsibility and all the clearances, levies, duties, etc., transportation will be on contractors account. The price bid quoted must be after taking into account all above points.

- 26.4 Based on the information given in the tender, the bidder must quote the lump-sum net value as declared in the price bid of the 2 wrecks. The total contract value will be as per Price Format of FIN-2.
- 26.5 If the Method of Work changes or is revised, there will be no revision in the price bid.
- 26.6 The Contractor shall bear the cost for marking of the wreck area, cautioning required and also arrange for any marking or cautioning required in respect of its own equipment during the duration of the contract.
- 26.7 If there is any increase or decrease in the number of wrecks, the reflection in the cost would be decided after discussion between the MEA/IWAI and Contractor and mutually settled.
- 26.8 **BIMCO WRECKSTAGE 2010- International Wreck removal and Marine services Agreement (Lumpsum stage payment) Part-II-** with amendments based on the Terms & Conditions of this tender and other logical amendment will be applicable for the contract.

**NOTE: The bidders have to conform to all the requirements mentioned above and terms and conditions of tender and no exceptions/deviations to be taken to the contract/agreement clauses.**

**The PART I &II: *General Terms and Conditions* would be a part of this contract document.**

**Any amendment to the clauses in the BIMCO WRECKSTAGE 2010- International Wreck removal and Marine services Agreement (Lumpsum stage payment) Part-II shall be accepted by the contractor.**

**The contractor has to download the above documents from the BIMCO website and dully filled form shall be submitted along with the bid.**

**27.0 ROV**



Contractor has to account the cost for using Remotely Operating Vessels (ROV) for the removal of the wrecks in the price bid itself.

## **28.0 DURATION OF THE CONTRACT**

The duration of the contract is 90 days and the same will be considered from the date of commencement of work.

## **29.0 MEETINGS**

The Contractor shall ensure the presence of Contractor's responsible representative (from the wreck removal/disposal team) at all meetings relating to the scope of work referred to in this contract, called by the GOI/IWAI at Myanmar, Mumbai, Delhi, and Sittwe. No extra payment shall be made for attending these meetings. In the event of the Contractor's and Company's representatives being unable to reach a mutual agreement on any operational or technical matter in respect of the scope of the work required to be undertaken, the Contractor shall refer the matter promptly to the MEA/IWAI.

## **30.0 NOTICES AND REPORTS**

Following notices and reports to be submitted by the Contractor:

- Commencement of preparations for mobilization from base port.
- Personnel, material, crafts mobilized from the Base port.
- Daily position report for mob & de-mob.
- 24 hrs. Prior arrival viz. Notice of Readiness.
- Actual arrival of the personnel and material at SITTWE.
- Commencement of wreck removal.
- Daily progress report consisting of work done during last 24 hours, expected date of completion of that particular wreck, expected date of completion of project, difficulties/near-misses/accidents/other information, any changes in the manning list, details of changes in the equipment, Performance of equipment and breakdown if any.
- On completion of each wreck removal.
- 10 days notice prior SONAR sweep.
- Wreck free certificate after Sonar –Sweep.

- Departure from SITTWE.
- Final report on entire wreck removal and disposal activity.

These notices/ reports would be submitted to MEA/IWAI and any other agencies like GOI/ MYN/etc., which would be intimated later.

### 31.0 TERMS OF PAYMENT

Sr.no	Payment Schedule	% of total contract value (as per appendix IX)	
1	On commencement of work at SITTWE	10%	
2	On Removal of wreck one	25%	
3	On removal of wreck two	25%	
3	On completion of disposal of both wrecks	15%	
4	On receipt of wreck free certificate (after sonar sweep)	15%	
5	On confirmation of reaching the all equipment to the base port as declared by the bidder	10%	
	<b>TOTAL</b>	<b>100%</b>	

- The payment will be made to the Contractor as per the above schedule. Contractor shall prepare invoices for stage wise work done and submit to the IWAI office.

### 32.0 SPECIFIC SERVICE:

Notwithstanding anything contained herein to the contrary, Contractor agrees that the laws regarding employment and welfare of its personnel shall be complied by him without any liability whatsoever to Company.

MEA/IWAI will have the full right for good cause to ask the removal of any of Contractor personnel either for incompetency, unreliability or misbehaviors, etc. while onboard the vessel. The contractor will replace such personnel at their expenses. The contractor will be allowed a maximum of 10 working days to replace such persons by competent persons at their cost. In case contractor fails to replace such personnel as requested by the Company within stipulated 10 working days, then penalty will be implied for shortage of personnel, which will be governed by Penalty clause.

### 33.0 Obligations and Responsibility/Inputs by IWAI/MEA

PDC shall assist to the Contractor to obtain all necessary permissions for the carrying out the Removal & Disposal of Wrecks work from the various government departments in Myanmar. However, it shall be on the part of Bidder to get all these permissions. The Contractor/Bidder has to pay all the necessary fees for permission, passes, VISA's, collection of data etc.

#### **34.0 Mode of Payment:**

The complete invoices in all respects is to be raised monthly by the Contractor to 'The Chief Engineer, Inland Waterways Authority of India, A-13, Sector-1, Gautam Budh Nagar, Noida, Uttar Pradesh- 201301, who shall process the same after due verification and forward it to MEA.

Payments to the contractor residing in India will be made in INR only.

Payments to the international contractor residing in the countries other than India will be made in foreign exchange only. The exchange rate for International contractor residing outside India who quote in foreign exchange will be computed on the basis of the converted rate in the Indian Rupees as on the date of closing of the tender. The final cost of the work will be fixed in INR on the date of closing of bid and the stage payment will be released accordingly as per the clause no 31 in Indian Rupee (INR) only. The amount of INR will be converted to foreign currency and the same will be transferred to their declared bank account as per the contract. The conversion rate will be taken as standard rate of conversion of the currency on that day as per rate published by RBI.

The payment shall be paid at the earliest through RTGS/NEFT/SWIFT (Format for details /data to be furnished by the bidder is enclosed). No interest will be payable on the payments even if delayed.

## **SECTION –VII: STANDARD FORM OF CONTRACT**

### **35.0 Conditions of Contract**

35.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

35.1.1 “Owner” means the Ministry of External Affairs (MEA), and with MEA the selected Contractor signs the Contract for the Services and to whom the selected contractor shall provide services as per the terms and conditions and TOR of the contract.

35.1.2 “Principle/Owner” refers to Inland Waterways Authority of India (IWAI) / MEA

35.1.3 “Contractor” means any entity or person or association of person who provides the Services to the MEA/IWAI under the Contract.

35.1.4 “Contract/Agreement” means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexures/Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms “Agreement” or “Contract”.

35.1.5 “Instructions to Bidders” means the document, which provides Bidders with information needed to prepare their technical and financial Bids.

35.1.6 “NIT” means the notice inviting e-tender that is being sent by the Employer/PDC to the Bidders.

35.1.7 “TIA” means the Tender Inviting Authority

35.1.8 “Assignment /Job” means the work/services to be performed / provided by the Contractor pursuant to this Contract.

35.1.9 “GCC” mean General Conditions of Contract.

35.1.10 “Accepted” means accepted in writing by the MEA/IWAI including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.

35.1.11 “Applicable Laws” means the laws and any other instruments having the force of laws in India as well as Myanmar as they may be issued and in force from time to time.

- 35.1.12 “Approved” means approved by the MEA/IWAI in writing and Approval means approval by the MEA/IWAI as aforesaid.
- 35.1.13 The word “tender” is synonymous with “bid”, and “Tenderer” with “ Bidder”
- 35.1.14 “Employer’s Representative(s)” means the Representative(s) appointed by the MEA/IWAI.
- 35.1.15 “Bidder” means a private company/public company registered as per the company Act / law to the respective country.
- 35.1.16 “INR”, Re. or Rs. means Indian Rupees & USD or \$ is U. S. Dollar.
- 35.1.17 “Key Personnel” means professionals staff provided by the Contractor
- 36.1.18 “Party” means the MEA or the Contractor, as the case may be, and Parties mean both of them.
- 35.1.19 “Support Personnel” means the staffs that support the Key Personnel.
- 35.1.20 “Third Party” means any person or entity representing other than the MEA/IWAI, the Contractor
- 35.1.21 “Bid” means the Technical and Financial Bids as mentioned under this tender.
- 35.1.22 “Terms of Reference” (TOR) means the document included as under Section V which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment/job.
- 35.1.23 “Contract sum” means the agreed and accepted “Wreck Removal & Disposal” agreement Fee as per the Letter of Award (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 35.1.24 “Work Order” means the Letter of Award issued by the PDC conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- 35.1.25 “Day” means a calendar day beginning and ending at mid-night.
- 35.1.26 “Week” means seven consecutive calendar days
- 35.1.27 “Month” means the one Calendar month.
- 35.1.28 Removal & Disposal of Wreck Services” means Removal & Disposal of Wreck Services/Works to be executed in accordance with the contract.
- 35.1.29. Project Development Contractor (PDC) means IWAI.

35.1.30 The word The Chief Engineer means, Inland Waterways Authority of India, A-13, Sector-1, Gautam Budh Nagar, Noida, Uttar Pradesh- 201301, India.

35.1.31 “The Similar Work” means that Bidder/Contractor should have carried out the wreck removal & disposal, de-bunkering operations, salvage operations, refloating.

### **36.0 Marginal notes and Headings:**

The Marginal headings or notes of each of the clauses in these conditions shall not be deemed as apart thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.

### **37.0 Interpretation**

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neuter and the other way around, Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority.
  - i. Agreement
  - ii. Letter of Acceptance, Notice to proceed with the work.
  - iii. Contractor’s Bid.
  - iv. Conditions of Contract.
  - v. Activity schedule and
  - vi. Any other document listed in the contract data as forming part of the contract.
- c) These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.
- d) (i) PARTIES:  
The parties to the contract are the contractor and the MEA.
- (ii) REPRESENTATIVES OF THE CONTRACTOR SIGNING THE CONTRACT ON BEHALF OF THE CONTRATOR:  
A person signing the tender or any other document in respect of the contract on behalf of the contractor shall produce authorization letter from the contractor who has been short listed for the award of contract. If it is discovered at any time that the person so signing had no consent of the contractor to do so, the Secretary/Joint Secretary on behalf of MEA may,

without prejudice to any other right or remedy of The MEA, cancel/terminate the contract.

(iii) ADDRESS OF THE CONTRACTOR; NOTICES AND COMMUNICATIONS ON BEHALF OF THE MEA

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter.

The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

Unless otherwise agreed by the Parties, all notices to be given under this Contract, including without limitation a notice of waiver of any term or related to breach of any term, shall be in writing and in English. Notices shall be given by hand delivery, recognized international courier, mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses or such other address, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

**38.0 CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:**

The Contractor shall carry out the Removal & Disposal of Wrecks at Sittwe Port in Myanmar in accordance with accepted bid and tender conditions mentioned hereunder:

- i) Contractors are advised to understand & apprise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, and liaison for delivering the desired result.
- ii) The successful contractor will have to execute an agreement with MEA on Rs. 100/- stamp paper (non-judicial) within 30 days from the date of issue of LOA. Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the contractor/.



- iii) The acceptance of tender shall rest with the IWAI/MEA. The PDC reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the MEA/IWAI,
- v) Any breach of conditions of contract shall be brought to the notice of the contractor and he/she shall be given an opportunity to explain the fact, but the MEA/IWAI has right to withdraw in full or part of the work of the contractor. In such event, payment shall be made in proportion to the extent of service rendered by the contractor till such time.
- vi) The contractor shall insure all their personnel working on this project and keep MEA/IWAI indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the contractor will remain valid for 180 days from the last date of submission of bid.
- viii) Suitable extension of agreement period may be granted by PDC only for reasons eligible for consideration. The contractor shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- ix) The contractor shall not change nature and level of technical experts as well as other staff indicated in the Bid.
- x) The Contractor shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xi) The contractor shall observe all care & diligence while executing the work taking into consideration the similar Act of developed countries, prevailing condition/status of Myanmar, the technological development in this sector as on date & future as well as the suggestion, views and comments obtained from the stake holders in this sector.
- xii) The contractor shall not without the prior written approval of the MEA/IWAI, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the MEA/IWAI shall have right to terminate this contract without assigning any reasons except for notifying the contractor of such termination in writing. The contractor in such case shall have no right to claim for compensation for any harm due to this termination. However, the contractor shall still remain responsible in case the MEA/IWAI approves to his/her conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xiii) The contractor shall make their own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this contract work.
- xiv) Removal & Disposal of Wrecks agreement fees quoted for the work would deem to have included all the incidental costs including cost of all

maintenance, reports, schemes, documents, workshops, public meetings, etc. which would be required to be carried out by the contractor during the course of the assignment.

- xv) In the event of Contractor/ closing its business, MEA/IWAI shall have the right to employ any other agency to complete the work at the risk and cost of the Contractor. The payment shall be made to Contractor up to the stage of services then completed. In this regard, decision of The Chief Engineer, IWAI shall be final and binding on the contractor.

### **39.0. Commencement, Completion, Extension, Modification and Termination of Contract.**

- 39.1 Commencement & Completion of Contract: The contractor shall begin carrying out the services from the date of issuance of LOA (letter of award). The contractor shall complete the work in all respect as per the TOR to the entire satisfaction of the MEA/IWAI within the period of the contract agreement.

### **40.0 Contract Period:**

The contract period is of 90 (Ninety) days from the date of commencement.

### **41.0 Modifications or variations:**

Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written mutual agreement between the parties. However, any such variation shall not result in a change in the agreed total Removal & Disposal of Wrecks service fee or substantial changes to the TOR.

### **42.0 Force Majeure**

#### **42.1 Definition**

- a) For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's a performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.

b) Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or by or of such party's Sub-Contractors or agents or employees, not (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

#### 42.2 **Measures to be taken:**

- a. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure
- b. A party affected by an event of force majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. During the period of their inability to perform the services as a result of an event of force majeure, the contractor/, upon instructions by the MEA/IWAI shall either:
  - i. De-mobilize
  - ii. Continue with the services to the extent possible
- d. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

#### 43.0 **Suspension:**

The "MEA/IWAI" may, by written notice of suspension to the contractor, suspend all payments to the contractor hereunder if the contractor fails to perform any of its obligations under this contract, including the carrying out of the assignment, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall allow the contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the contractor of such notice of suspension.

#### 44.0 **Termination**

- 44.1 By the "MEA/IWAI": the MEA/IWAI may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause.

- a) If the contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the “MEA/IWAI” may have subsequently approved in writing.
- b) If the contractor fails to comply with any final decision reached as a result of arbitration proceedings.
- c) If the contractor, in the judgment of the MEA/IWAI has engaged in corrupt or fraudulent practices in competing for or in executing this contract.
- d) If the contractor submits to the MEA/IWAI a false statement which has a material effect on the rights, obligations or interests of the “MEA/IWAI”.
- e) If the contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the MEA/IWAI.
- f) If the “MEA/IWAI”, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

44.1.2 In such an occurrence the MEA/IWAI shall give a not less than thirty (30) days written notice of termination to the contractor/.

44.1.3 **By the Contractor:** The contractor may terminate this contract, by not less than thirty (30) days written notice to the “MEA/IWAI”, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this clause.

- a) If, as the result of force majeure, the contractor/ is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- b) If the MEA/IWAI fails to comply with any final decision reached as a result of arbitration.

44.1.4 Cessation of services: Upon termination of this contract by notice pursuant to clauses 2.6 of conditions of contract hereof, the contractor shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

44.1.5 Payment upon termination: Upon termination of this contract pursuant to clauses hereof, the MEA shall make the following payments to the contractor:

44.1.6 If the contract is terminated pursuant to this clause, Removal & Disposal of Wrecks Contract fee for services satisfactorily performed prior to the effective date of termination, less:

- i. The amount of performance security:
  - ii. Advance payments, if any, received by the contractor up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law and However, if the contract is terminated under this clause at the sole discretion of the MEA, the amount payable to the contractor shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, of any, received by the contractor up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law.
- 44.1.7 Disputes about events of termination: If either party disputes whether an event specified in the clause hereof has occurred such party may within fifteen (15) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

## **45.0 Obligations of the Contractor**

### **45.1 General**

**45.1.1 Standard of performance:** The contractor shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods.

The contractor shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the MEA/IWAI and shall at all times support and safeguard the interest of MEA/IWAI while dealing with dealings with Sub-Contractors or Third Parties.

**45.2 Conflict of Interests:** The contractor shall hold the MEA/IWAI interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The contractor shall not engage and shall cause their personnel as well as their sub-contractors and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the Contractor shall promptly disclose the same to the MEA/IWAI and seek its instructions.

**45.3 Confidentiality:** Except with the prior written consent of the MEA/IWAI the contractor and the personnel shall not at any time communicate to any person or

entity any confidential information acquired in the course of the services, nor shall the contractor and its personnel make public the recommendations formulated in the course of, or as a result of the services.

**45.4 Insurance to be taken out by the contractor:** The contractor shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the MEA/IWAI showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**45.5 Reporting requirements:** The contractor shall submit to the MEA/IWAI progress report of its activity as per clause 30 (notices and repots) and A brief of the progress/stage achieved with reference to the TOR, officials contacted and problems, if any affecting the progress. All reports shall be delivered in soft copy also in addition to the hard copies. Besides, the contractor is to submit Details of contractors' personnel working at the site or in office related to this job.

**45.6 Contractor's Actions Requiring MEA/IWAI Prior Approval:** The contractor shall inform the MEA/IWAI in writing of information about any change or addition to the key personnel listed in their Bid.

#### **46.0 Obligations and Responsibility / Inputs by IWAI:**

- a) IWAI shall assist to the Bidder to get all necessary permissions/clearances for the respective project. However it shall be on the part of Bidder to get all these permissions. Bidder has to pay all the necessary fees for permissions/clearances/ collection of data etc. for completion of the Study.
- c) IWAI shall provide only the available details the Bidder shall manage data and balance. IWAI will introduce/ authorize the Bidder, if required, to collect data/ information within the quoted price from Statutory / Non- Statutory Bodies. Non- availability of the required inputs from IWAI, which is not essential for IWAI to be furnished, shall not be an excuse for any delay in completion of work.

#### **47.0 Security Deposit/Performance Guarantee**

**47.1** The successful bidder has to submit a bank guarantee as a Security Deposit in the format provided in this tender document in favour of the Employer. The bank guarantee will be of an amount equal to 10% of the awarded value of the work and will be irrevocable guarantee from nationalized/ scheduled bank in India with validity of 180 days beyond the contract period. A Bank Guarantee [BG] or Stand -by Letter

of Credit [SLC] issued by a Nationalized/Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents. In case of Performance Security being furnished in the shape of Bank Guarantee or Stand-by Letter of Credit issued by any foreign bank, the said BG/SLC shall have to be confirmed by any Nationalised bank of India. All confirmation and other bank charges in this respect shall be borne by the contractor shall independently verify the authenticity of the BGs from the issuing / confirming / controlling banks. This Security deposit/performance bank guarantee shall be submitted within 21 days after the issuance of LOA.

- 47.2 The performance guarantee shall remain with MEA till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the MEA/IWAI is satisfied that there is no demand outstanding against the contractor.
- 47.3 On submission of PBG, the EMD will be returned to the Successful bidder within 30 days by the MEA/IWAI.
- 47.4 If the contractor neglects to observe or fails to perform any of his/her obligations under the contract, it shall be lawful for the MEA/IWAI to forfeit either in whole or in part, the PBG furnished by the contractor. In case Contractor is due to the MEA/IWAI some cost and expenses that the MEA/IWAI may have incurred and other money including all losses and damages which the MEA/IWAI is entitled to recover from the Contractor, such amount has to be paid by Contractor to MEA/IWAI and receipt obtained. However, if the contractor duly performs and completes the contract in all respects and presents in absolute “NO DEMAND CERTIFICATE” in the prescribed form, the Owner shall return the PBG to the contractor.
- 47.5 All compensation or other sums of money payable by the Contractor to MEA/IWAI, under the terms of the contract or any other contract or on any other account whatsoever, will be paid by the Contractor within 14 days of receipt of notice of demand from the Owner. Also in the event of the contractor’s security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Contractor, who will make good the deficit in his/her security deposit.

## **48.0 Payment Terms**

- 48.1 (a) No advance payment shall be made.  
(b) Payment terms shall be as mentioned in clause 31 of TOR.

## **48.2 Mode of Payment:**

Invoices complete in all respects is to be raised by the Contractor/ to 'The Chief Engineer, IWAI The Chief Engineer, Inland Waterways Authority of India, A-13, Sector-1, GautamBudh Nagar, Noida, Uttar Pradesh-201301, India, who shall process the same after due verification and the payment shall be made at the earliest through RTGS/NEFT/SWIFT (Format for details/data to be furnished by the bidder is enclosed).

#### **49.0 Liquidated Damage**

- i. If contractor's fail to complete the whole of the works within the period specified under the agreement, the contractor shall pay to the IWAI as fixed and agreed liquidated damages and not as penalty @ 0.5% of the awarded value of the work for each week of delay.
- ii. The aggregate maximum of liquidated damage payable to the IWAI under this clause shall be subject to a maximum of 10% of the total the awarded value of the work.

#### **50.0 Defect liability period**

The contractor shall keep IWAI indemnified against all claims arising out of this contract but not settled within this period. The contractor shall settle all pending claims within this period. Defect Liability period shall be 6 months beyond the date on which work is completed and completion certificate is recorded.

#### **51.0 Laws Governing the Contract**

- i. The laws of India shall govern this contract.
- ii. Irrespective of the place of works, the place of performance or place of the payment under the contract, the contract shall be deemed to have been made at the place from which the letter of acceptance has been issued.
- iii. Courts in Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of contract, but not settled through the dispute resolution provision in the contract.

#### **52.0 Professional Liability**

- 52.1 Except in gross negligence or willful misconduct on the part of the contractor (s) or on the part of any person or contractor/ acting on behalf of the contractor in carrying out the services, the contractor, with respect to damage caused by the contractor to client's property shall not be liable to client:



- 52.1.1 For any indirect or consequential loss or damage; and
- 52.1.2 For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the contractor hereunder.
- 52.2 This limitation of liability shall not affect the contractor's liability, if any, for damage to third parties caused by the contractor or any person or contractor acting on behalf of the contractor in carrying out the services.

### **53.0 Miscellaneous Provisions**

- i. The contractor notifies the MEA/IWAI of any material change in their status, in particular, where such change would impact or performance of obligations under this contract.
- ii. The contractor shall be liable to and responsible for all obligations towards the MEA/IWAI for performance of the assignment.
- iii. The contractor shall at all-time indemnify and keep indemnified the MEA/IWAI against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- iv. The contractor shall at all times indemnify and keep indemnified the MEA/IWAI against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the contractor.
- v. The contractor shall at all times indemnify and keep indemnified the MEA/IWAI against and all claims by employees, workman, contractor, sub-contractors, suppliers, agent (s), MEA/IWAI engaged or otherwise working for the contractor, in respect of wages, salaries, remuneration, compensation or the like.
- vi. All claims regarding indemnity shall survive the termination or expiry of the contract.
- vii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the contractor for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their MEA/IWAI.

### **54.0 Failure to honor the Contract/Bidding Procedure etc.**

In case of any default by the contractor in undertaking scope of work and complying with the terms and conditions of the tender and contract, the Contractor will be debarred from participating in any tender of the Company for the next five (05) years.

## **SECTION-VIII: ANNEXES**

### ANNEX - I: Bank Guarantee Form for Performance Security

**To**

The Secretary to the Government of India  
Ministry of External Affairs, Govt. of India  
South block; New Delhi, India.

In consideration of the ..... (Hereinafter called “**Owner**”) having to enter into an Agreement with M/s ..... (hereinafter called the “**Contractor**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for “**Removal & Disposal of Two Wrecks at Sittwe Port, Myanmar**” on production of Performance security in the form of Bank Guarantee for Rs ..... (Rupees.....only), at the request of .....**Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

- 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 **Contractor’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 Rs ..... (Rupees.....only).
- We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** 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 **Contractor** shall have no claim against us for making such payment.

- We, **(Bank)** further agree that the guarantee herein contained shall remain in full force and effect till completion 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 **Contractor** and accordingly discharge this Guarantee after defects liability period of one year 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.
- 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 **Contractor** 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 **Contractor** 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 **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** 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.
- It shall not be necessary for the Employer to proceed against the **Contractor** 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 **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
- Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(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 filled 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.
- This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.
- 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 ..... 2017

for .....

(Indicate the name of bank)



Signature.....

Name of the Officer .....  
(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch with (SEAL)

**Note:** This Performa suitably amended and approved by the Engineer shall be used for  
furnishing Bank Guarantee.

## **ANNEX -II: AGREEMENT FORM**

For providing services of “**Removal & Disposal of Two Wrecks at Sittwe Port, Myanmar**”.

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between The President of India acting through the Ministry of External Affairs, South Block, New Delhi 110 001 (hereinafter called “the Owner” which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part and

\_\_\_\_\_ of \_\_\_\_\_  
(hereinafter called “the Contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes ) of the other part

### **Whereas**

- (A) The Owner is desirous of getting “**Removal & Disposal of Two Wrecks at Sittwe Port, Myanmar**”, through a Contractor m/s ..... who will be executing the work.
- (B) The Owner acting through the Ministry of External Affairs appointed the Inland Waterways Authority of India as Project Development Contractor (PDC) and the PDC had invited Expression of Interest for short listing of main Contractor for implementation of the “**Removal & Disposal of Two Wrecks at Sittwe Port, Myanmar**”.
- (C) The Contractor having fulfilled the technical and commercial criteria prescribed for short listing was shortlisted for participation in the bid process
- (D) The PDC on behalf of the Owner invited bids from shortlisted Contractors and Contractor \_\_\_\_\_ has fulfilled the technical and commercial criteria spelt out in the bid document and after \_\_\_\_\_ evaluation of the bids the Owner has accepted the Tender submitted by the Contractor \_\_\_\_\_ for the execution and completion of such Works and the remedying of any defects therein and accordingly issued a Letter of Acceptance (LOA) dated ..... requiring the selected bidder to inter alia:

- (a) Provide to the Owner an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. \*\*\*\*\* (Rupees \*\*\*\*\* ) in the form set forth in Section VIII of the bid document within 28 days of the date of issue of LOA;
- (b) Deliver to the Owner a legal opinion from the legal counsel of the selected bidder with respect to the authority of the selected bidder to enter into this Agreement and the enforceability of the provisions thereof, within 21 days of the date of issue of LOA;
- (c) Provide a guarantee for a sum equivalent to Rs. \*\*\*\*\* (Rupees \*\*\*\*\* ) from the selected Contractor in the form set forth in Section VIII of the bid document accepting the responsibility to pay to the Owner in the event of default of the Contractor in the payment of any amount due or recoverable from him/her in accordance with the provisions of the Agreement, within 21 days of the date of issue of LOA;}; and
- (d) Execute this Agreement within 28 (twenty-eight) days of the date of issue of LOA.
- (E) {The selected Contractor has since promoted and incorporated the Contractor as a limited liability company under the Companies Act 1956/2013, and has requested the Owner to accept the Contractor as the entity which shall undertake and perform the obligations and exercise the rights of the selected Contractor under the LOA,} including the obligation to enter into this Agreement pursuant to the LOA for executing the Project.}
- (F) {By its letter dated ....., the Contractor has also joined in the said request of the selected Contractor to the Employer to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected Contractor including the obligation to enter into this Agreement pursuant to the LOA. It has further represented to the effect that the selected Contractor has promoted it for the purposes hereof.}
- (G) {The Owner has agreed to the said request of the selected Contractor, and has accordingly agreed to enter into this Agreement with the Contractor for execution of the Project on EPC basis, subject to and on the terms and conditions set forth hereinafter.}
- (H) AND Whereas The Contractor has fulfilled the requirements specified in Recital (D) above;

**Now this Agreement the witness as follows:**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contractor hereinafter referred to. The following documents shall be deemed to be read and construed as part of this Agreement,

- The Letter of Acceptance;
- [Correspondences exchanged between Contractor and Chief Engineer from opening of bids till issue of Letter of Acceptance]
- The said Tender;

- The Conditions of Contract with its schedules
- The Technical Specifications;
- The Drawings; and
- The Bill of Quantities.

The Contractor hereby covenants with the Employer to execute and complete the Works and remedy all defects therein in conformity in all respects with the provisions of the Contract for the consideration of the payments to be made by the Owner to the Contractor as hereinafter mentioned.

The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the Parties executed these presents on the day and the year first above written

Signed and delivered  
for and on behalf of Owner

-----  
Date -----  
Place -----

(COMMON SEAL)

In presence of two Witness

1. -----  
2. -----

Signed and delivered  
for and on behalf of Contractor

-----  
Date -----  
Place -----

(COMMON SEAL)

1. -----  
2. -----

### ANNEX -III: DETAILS OF BANK ACCOUNT

FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM  
(TO BE FURMSHED BY THE BIDDER ON IT'S LETTER HEAD)

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

We \_\_\_\_\_ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate MEA/IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay or default due to any technical reasons beyond IWAI's control: -

Bank Account Number :  
RTGS/NEFT/IFSC/SWIFT CODE  
NAME OF THE BANK :  
ADDRESS OF THE BRANCH OF THE BANK  
ACCOUNT TYPE  
(SAVING/CURRENT/OTHERS) :  
A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.

Contractor hereby declares 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 MEA/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.

Authorized Signatory

Date:

Authorization No.

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

Official Seal/Stamp

### ANNEX –V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,  
The Chief Engineer  
Inland Waterways Authority of India  
A-13, Sector-1, GautamBudh Nagar, Noida,  
Uttar Pradesh -201301.  
Sub: Acceptance of Terms & Conditions of Tender.  
Tender Reference No:.....

Date:

Name of Tender/Work: - For **“Removal & Disposal of Two Wrecks at Sittwe Port, Myanmar”**

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/procure/appasper> 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 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: WARRANTY FORM

M/s ..... (Hereinafter referred to as the Tenderer) having carefully studied all the tender documents pertaining to the Contract for “.....” and the local conditions having undertaken to execute the said works.

#### DO HEREBY WARRANT THAT:-

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

**For and on behalf of the Tenderer**



## ANNEX –VII: TENDER SUBMISSION LETTER

\_\_\_ . \_\_ . 2016

To

.....  
Inland Waterways Authority of India  
A-13, Sector 1  
NOIDA 201 301  
U P, India

I/We have read and examined the following documents relating to-----  
-----as specified, of Inland Waterways Authority of India,  
Noida (IWAI):

- Tender notice
- Instructions to the Tenderer
- Details to Accompany Technical Bid
- General Conditions of Contract
- Special Terms and Conditions of Contract
- Warranty Form
- Technical specifications
- Tender Submission Letter
- Cost schedule
- Agreement Form
- Performance Guarantee Form

1. I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specifications, designs, and other terms and conditions of the contract and within the period of completion as stipulated in the tender document.
2. I/We agree to keep the tender open for acceptance for one year counted from the last date specified for the submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to “Authority”. We also agree that any terms or condition in the tender at variance with the above stipulation will render the tender liable to rejection summarily.
3. Rs..... (Rupees ..... ) only as the case may be is attached herewith as Earnest Money.
4. If, after the tender is accepted, we fail to execute the contract deed within ....days of the receipt of the order to do so, we agree that “Authority” shall without prejudice to any terms and conditions of the tender, forfeit the earnest money (EMD) absolutely.

5. Bid shall remain valid for ..... days from the date of bid closing prescribed by the Authority as per the Clause-.....of “Instruction to the Bidder (ITB).
6. I/We undertake to commence the work within .... (....) days of issue of letter of commencement after signing of Agreement by the “Authority” and complete the work from the date on which “Authority” issues written order to abide by and fulfill all the terms and conditions and provisions of the aforesaid documents or in default thereof to forfeit the security at the hands of “Authority” the liquidated damages in terms of the contract.
7. Until a formal contract is prepared and executed this bid, together with your written acceptance thereof in your notification of award shall constitute a part of the contract between us.
8. I/We understand that you are not bound to accept the lowest priced or any bid that you may receive.

Signature\_\_\_\_\_

In the capacity of

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

Duly authorized to sign the  
Tender on behalf of (in block  
Capitals).\_\_\_\_\_

\_\_\_\_\_

Witness\_\_\_\_\_

Date\_\_\_\_\_

Address\_\_\_\_\_

Postal address\_\_\_\_\_

Telephone No.\_\_\_\_\_

Telegraphic address \_\_\_\_\_

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

## ANNEX –VIII: INTEGRITY AGREEMENT

### INTEGRITY AGREEMENT

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

BETWEEN

Ministry of External Affairs, Government of India represented through.....(Authorized representative who is authorized to sign to contract), Jawaharlal Nehru Bhawan, Ministry of External Affairs (MEA), 23-D Janpath, New Delhi, India.

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 Contractor)

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 (Tender No.....) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “.....” 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**

- The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- 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.
- 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.
- The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 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)**

- 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.
- 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:
  - The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.



- The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- 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.
- 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.
- The Bidder(s)/Contractor(s) will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- The Bidder(s)/Contractor(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.
- 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:

- 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.
- 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.
- 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**

- 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.
- If the Bidder makes incorrect statement on this subject, he/she can be disqualified from the Tender process or the Principal/ Owner can take action for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit.

- If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him/her 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**

- The Bidder(s)/Contractor(s) undertake(s) to demand from all 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.
- The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 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 these Pacts as specified above, unless it is discharged/determined by the Competent Authority, MEA.

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

- 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.
- Changes and supplements need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners. In case of a Company, a representative duly authorized by board resolution must sign the Pact.
- 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.

- 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 :

**Annexure – IX****FORM NO. 10F**

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or  
sub-section (5) of section 90A of the Income-tax Act, 1961**

I..... \*son/daughter of Shri..... in the capacity of  
..... (designation) do provide the following information,  
relevant to the previous year..... \*in my case/in the case  
of..... for the purposes of sub-section (5) of \*section 90/section 90A:—

Sl.No.	Nature of information	:	Details#
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of ..... (name of country or specified territory outside India)

Signature: .....

Name: .....

Address: .....

Permanent Account Number: .....

**Verification**

I ..... do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the ..... day of.....

.....  
Signature of the person providing the information

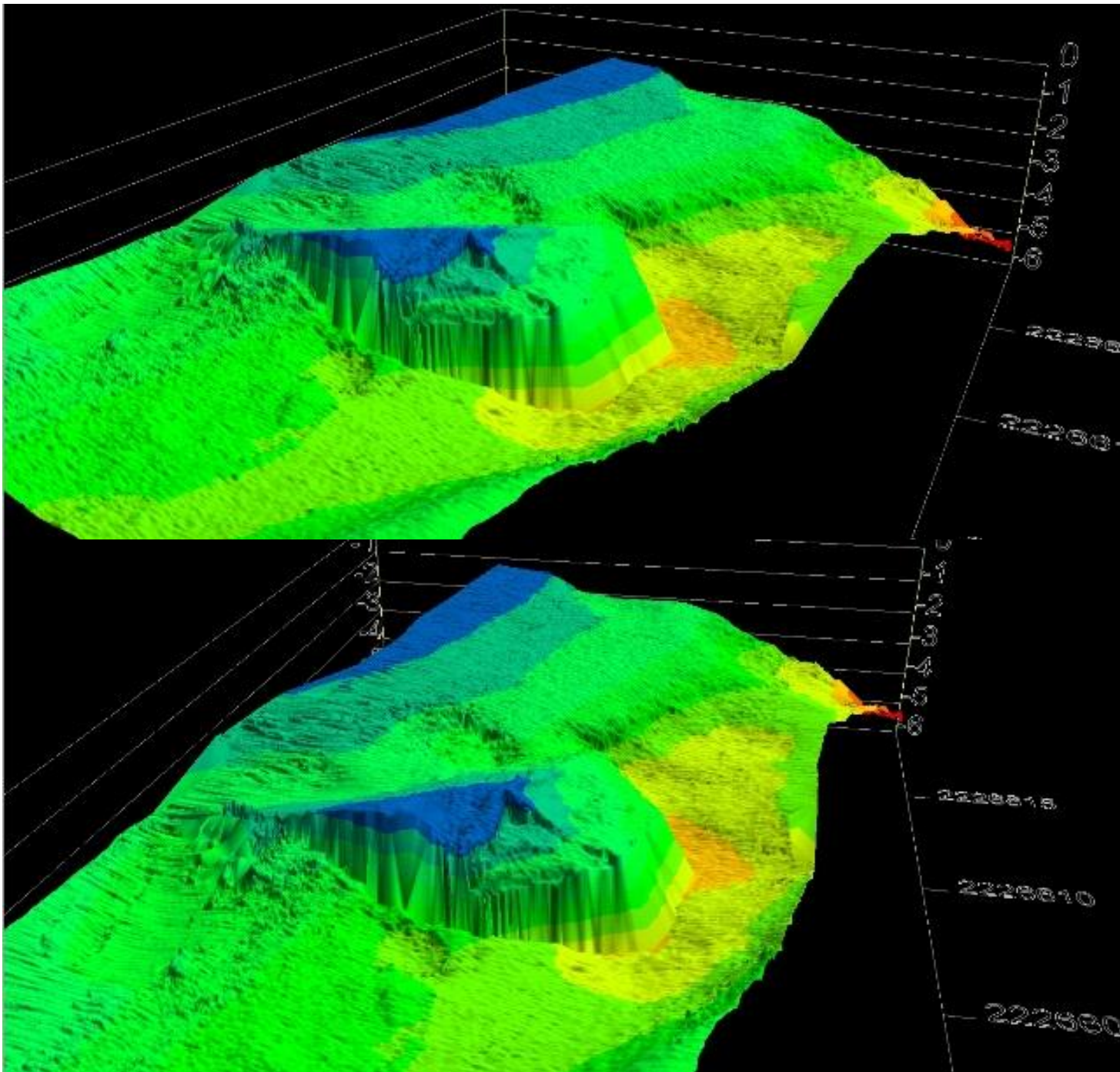
Place: .....

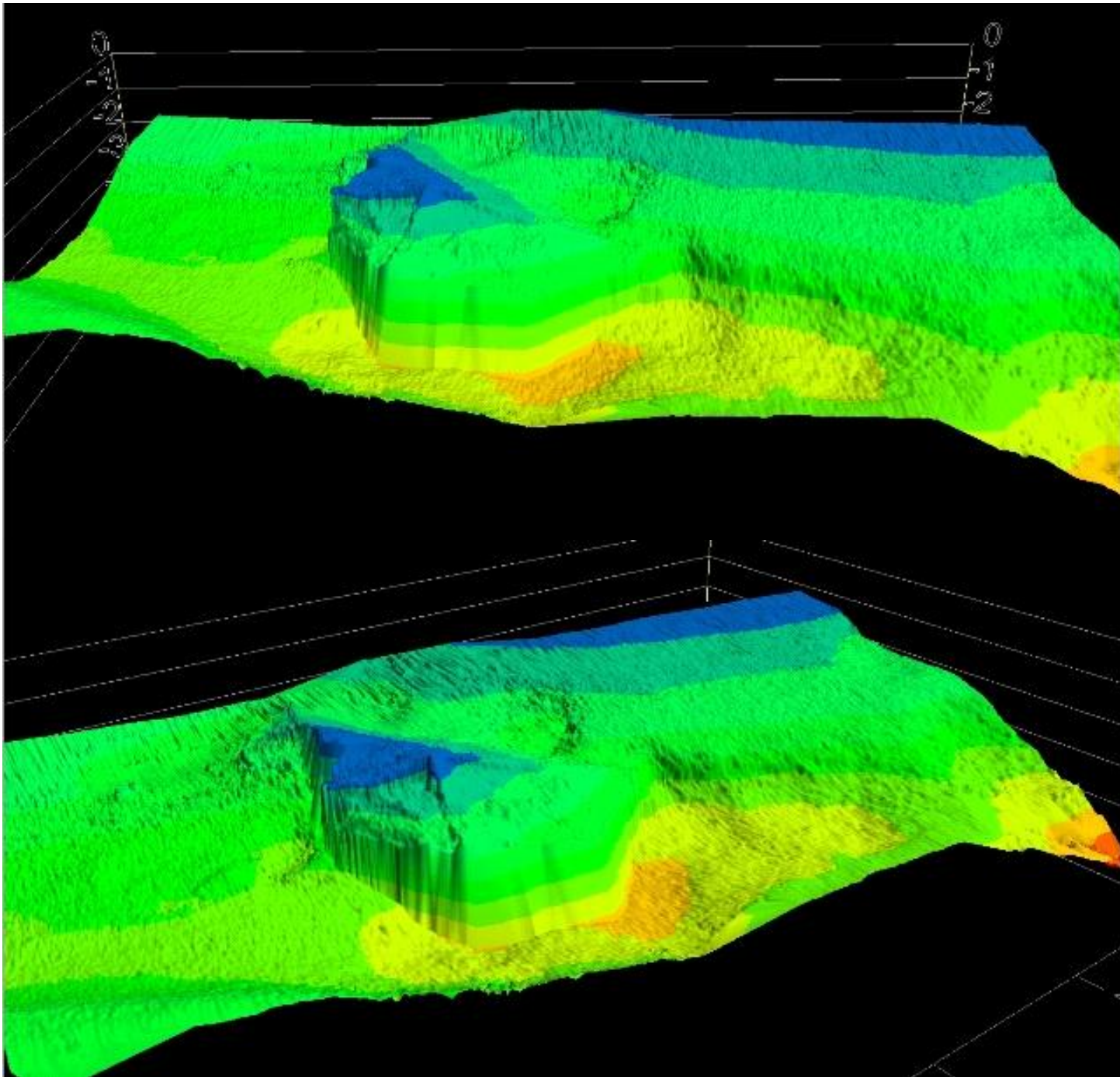
**Notes :**

1. \*Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

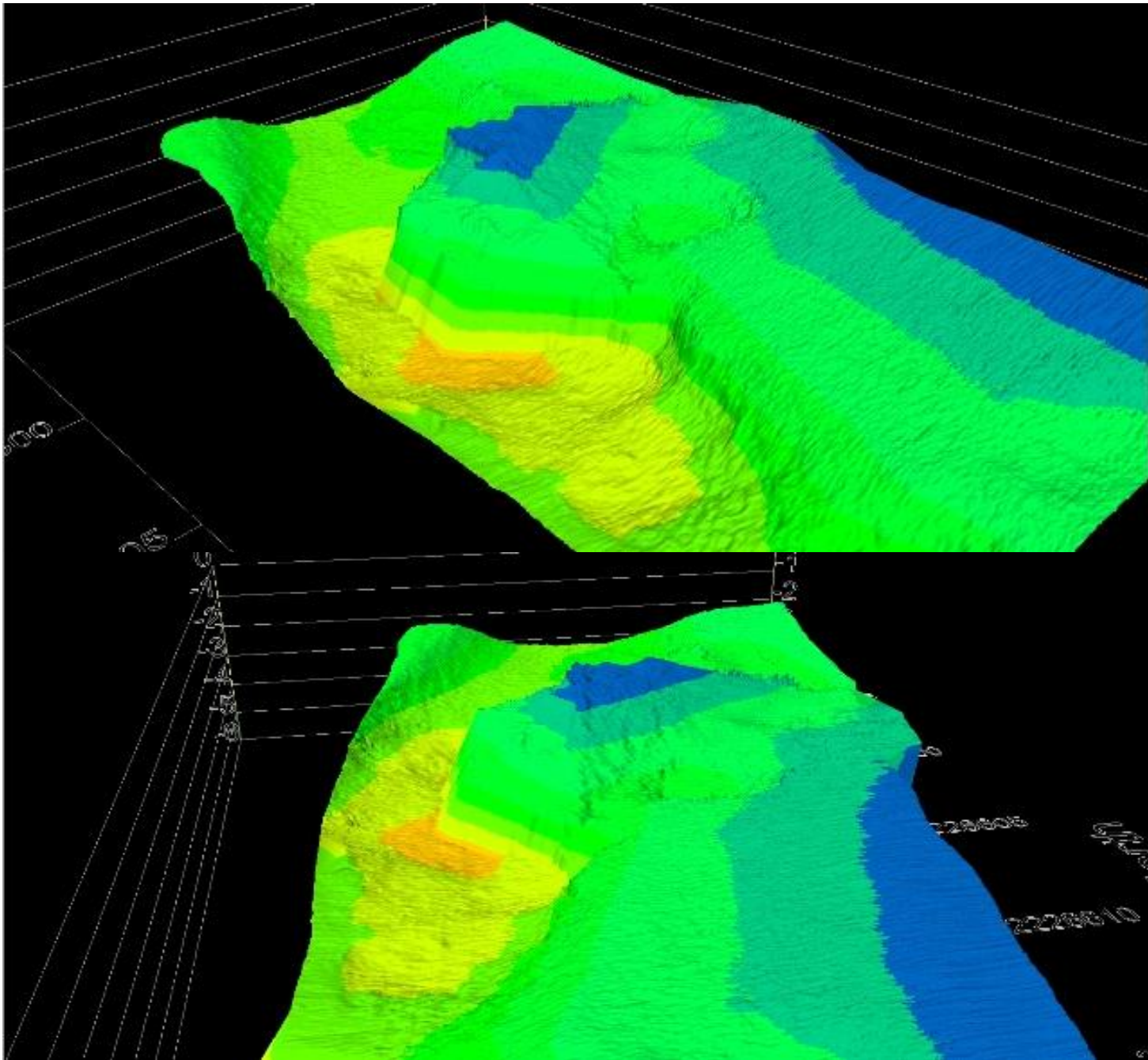


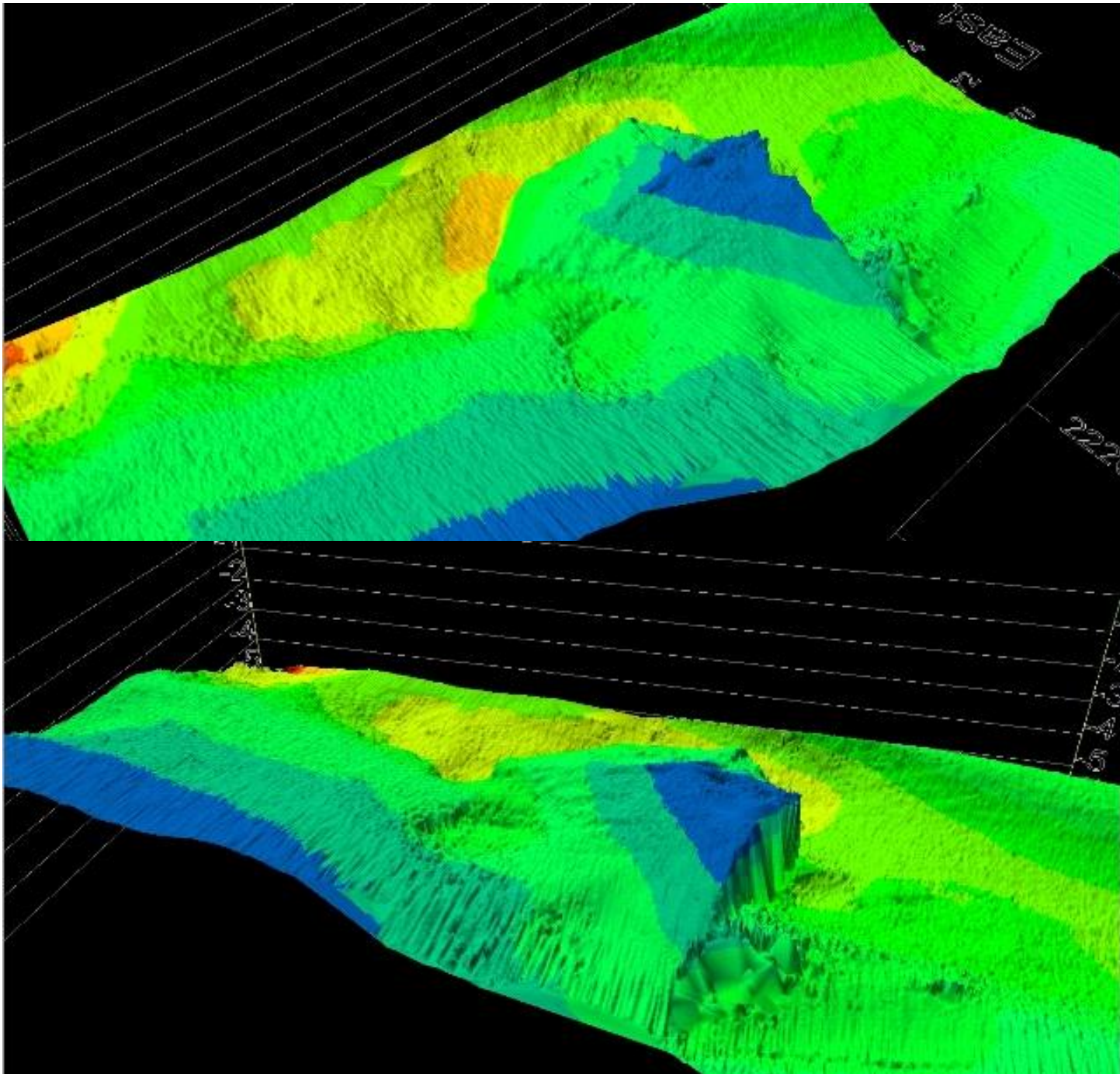
**Annexure – X**  
**PHOTOGRAPHS**



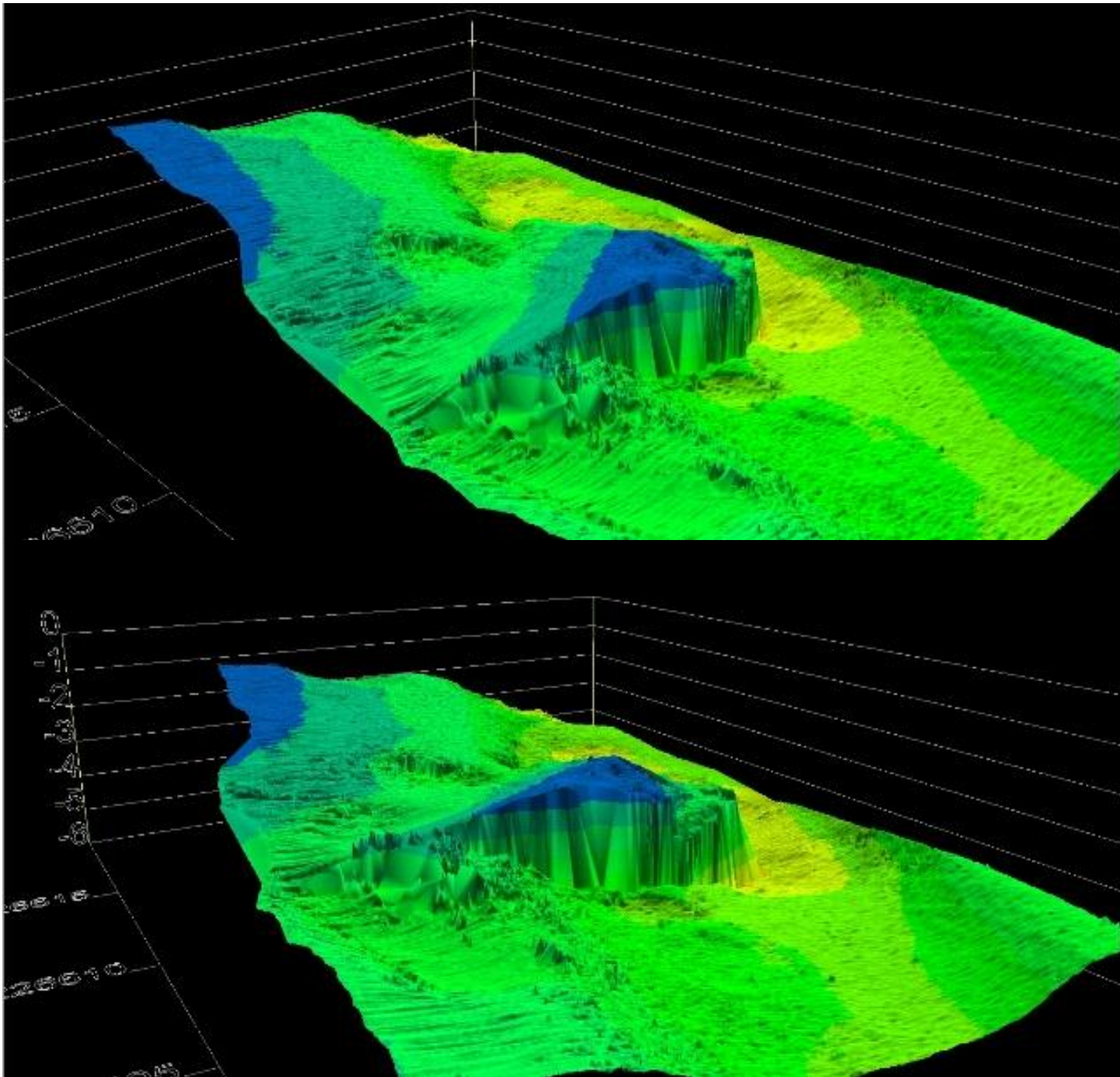


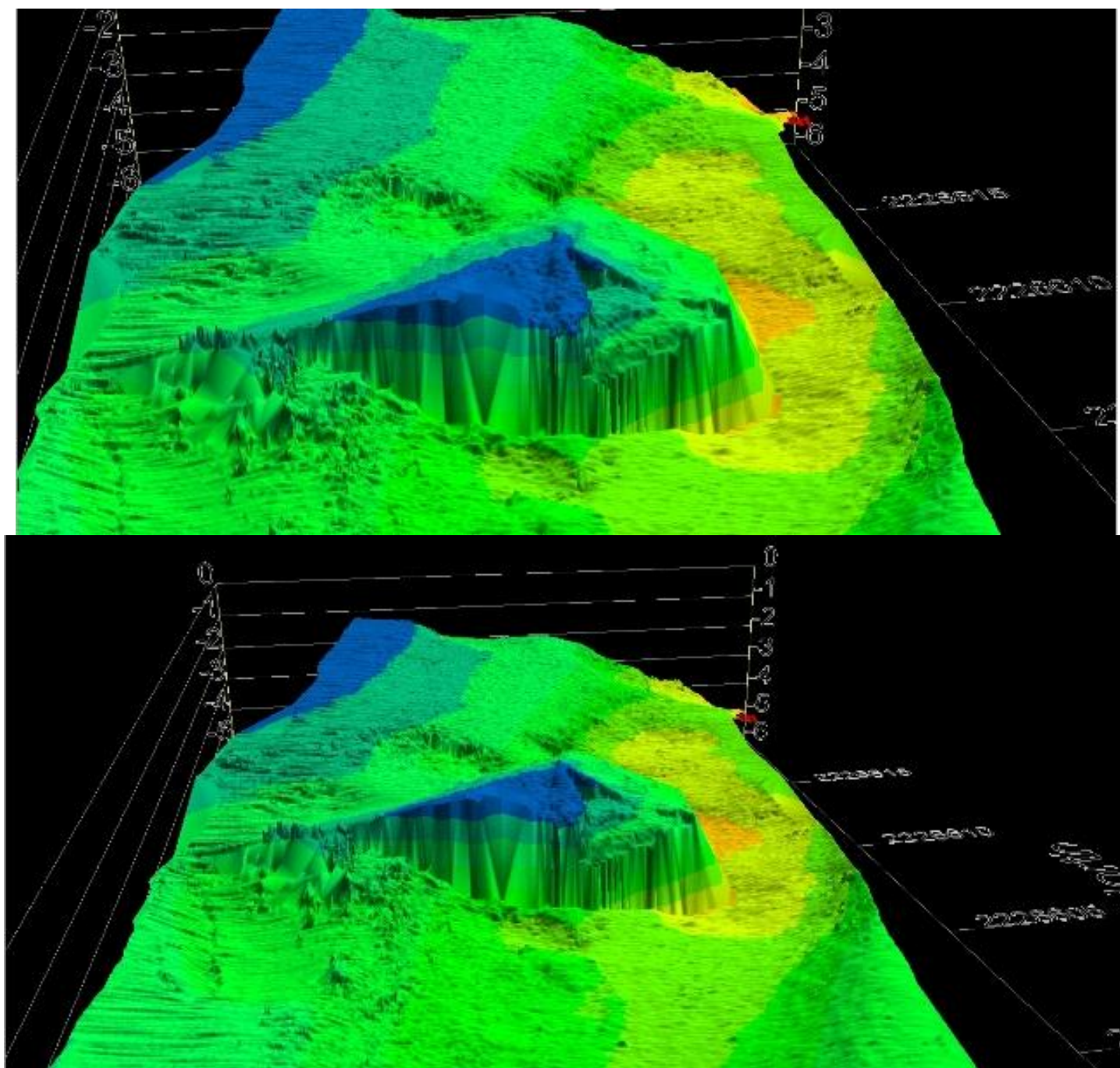




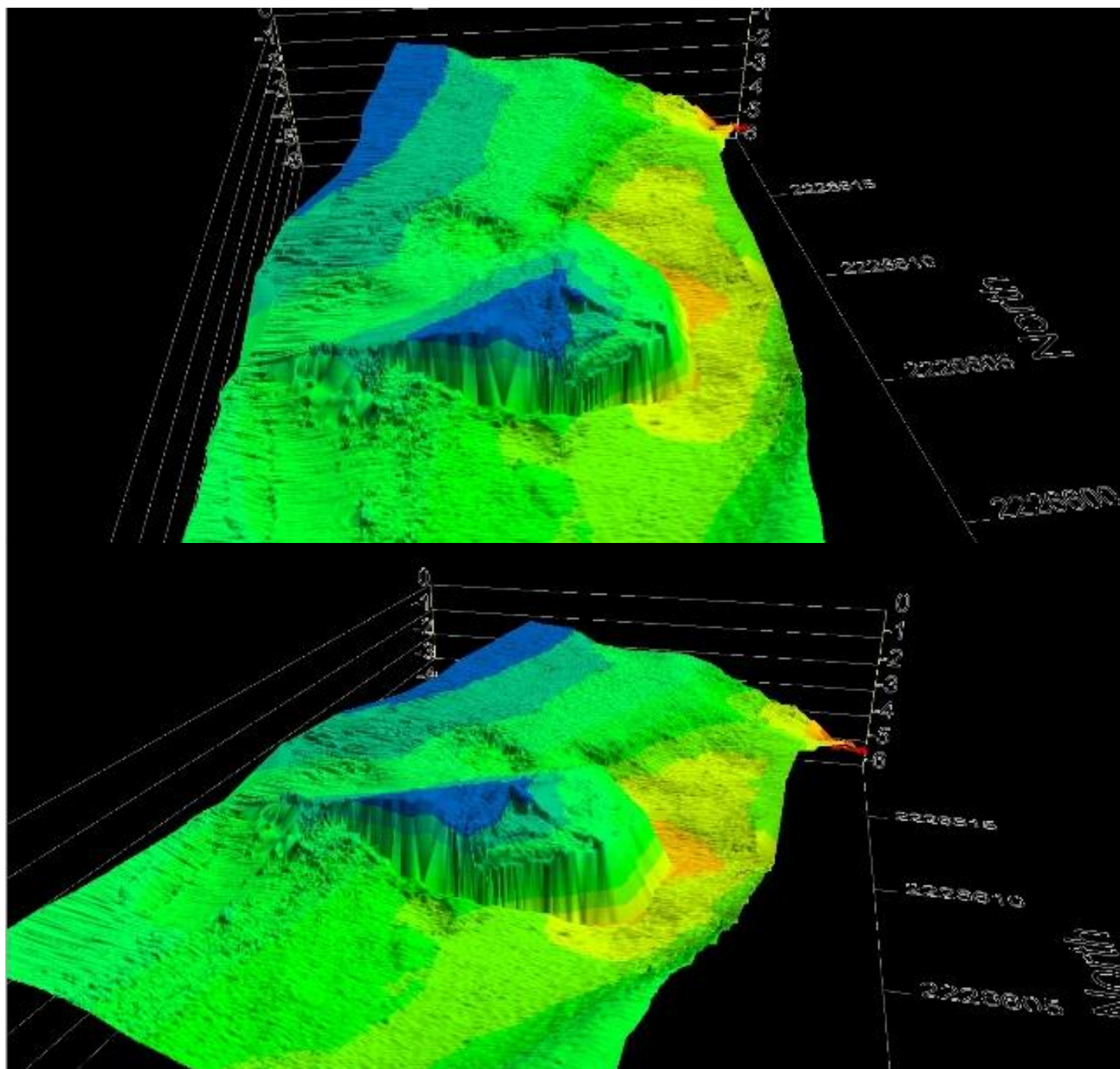




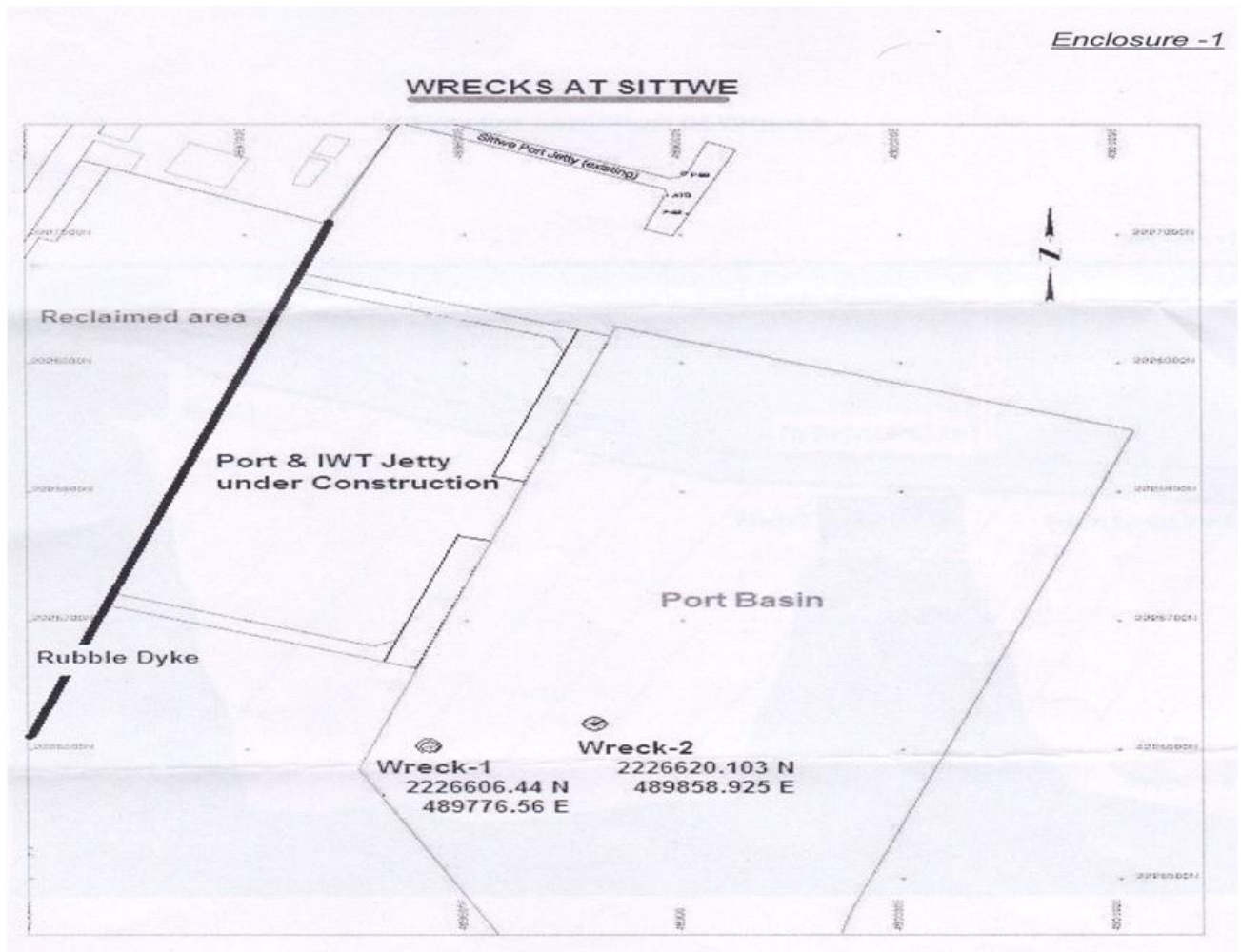


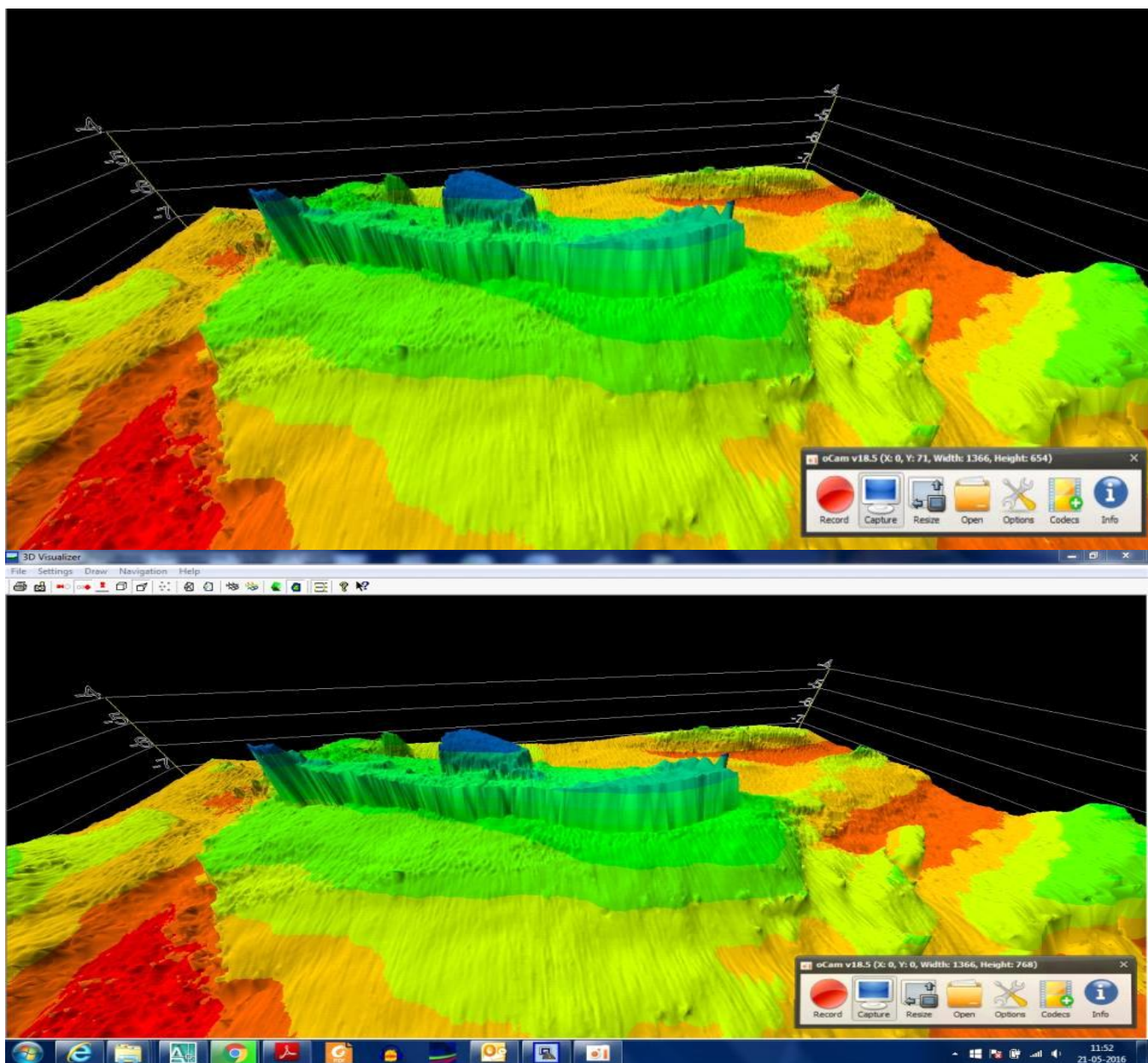




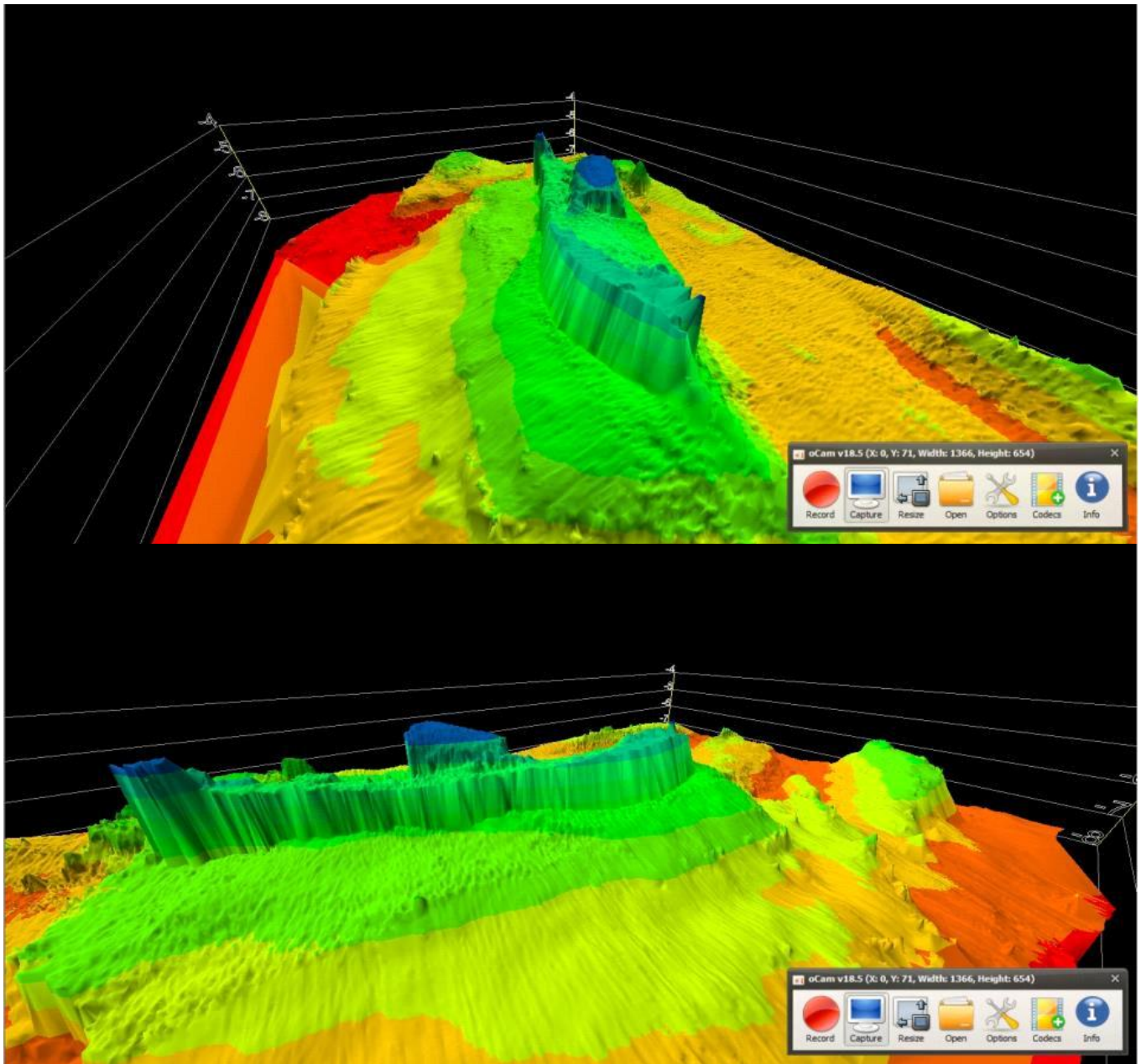


## Co-ordinates of Wrecks

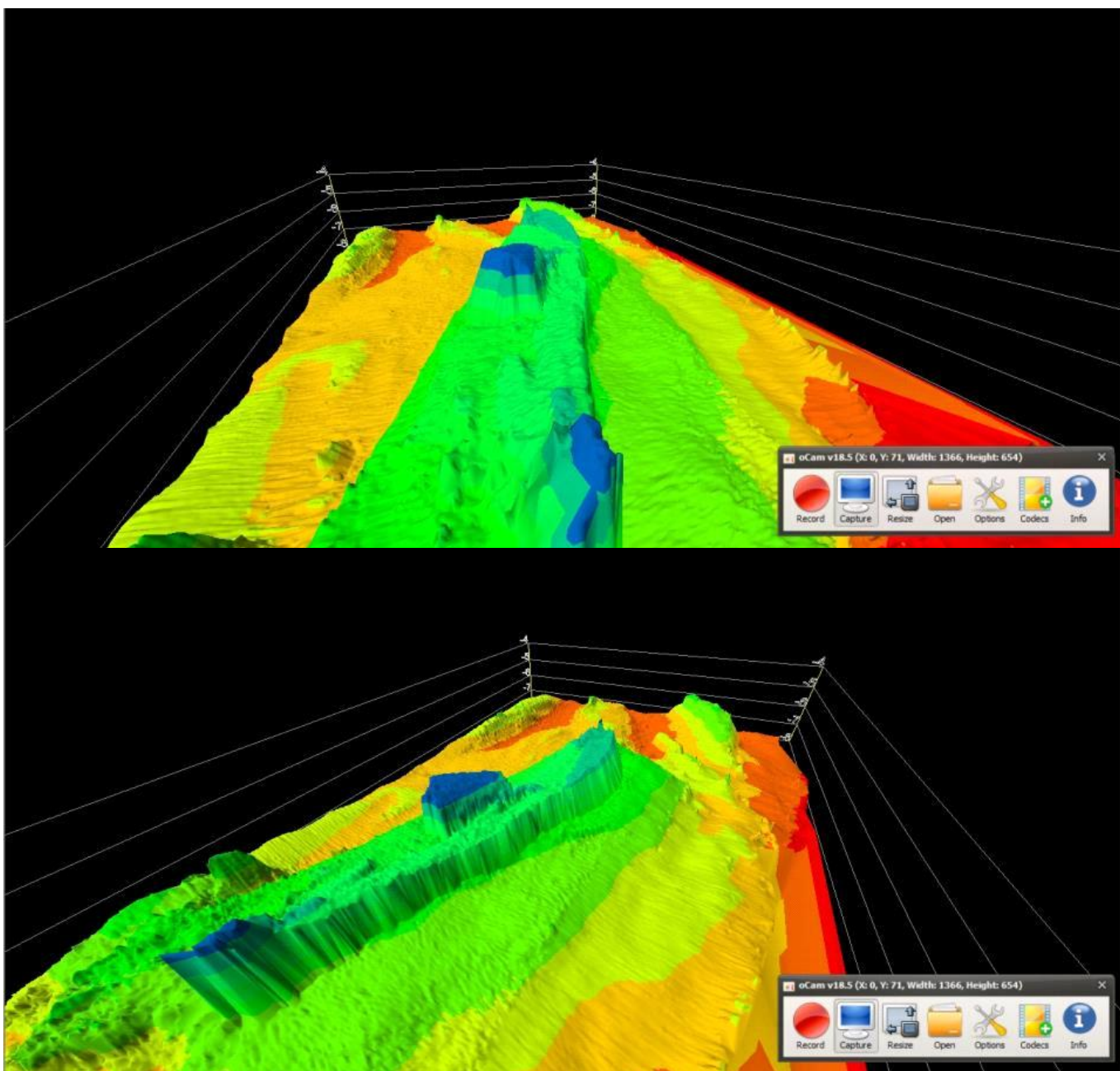


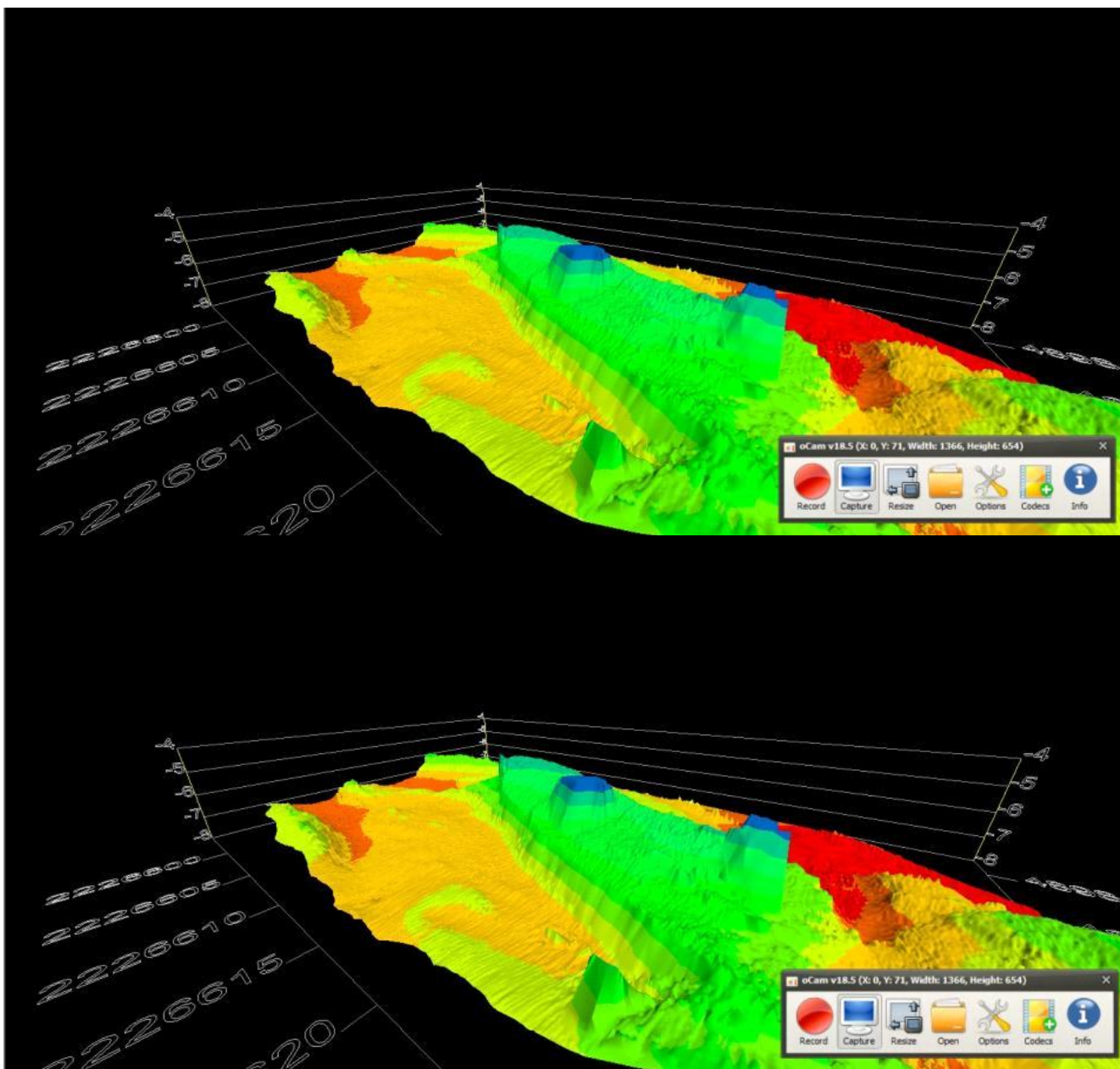


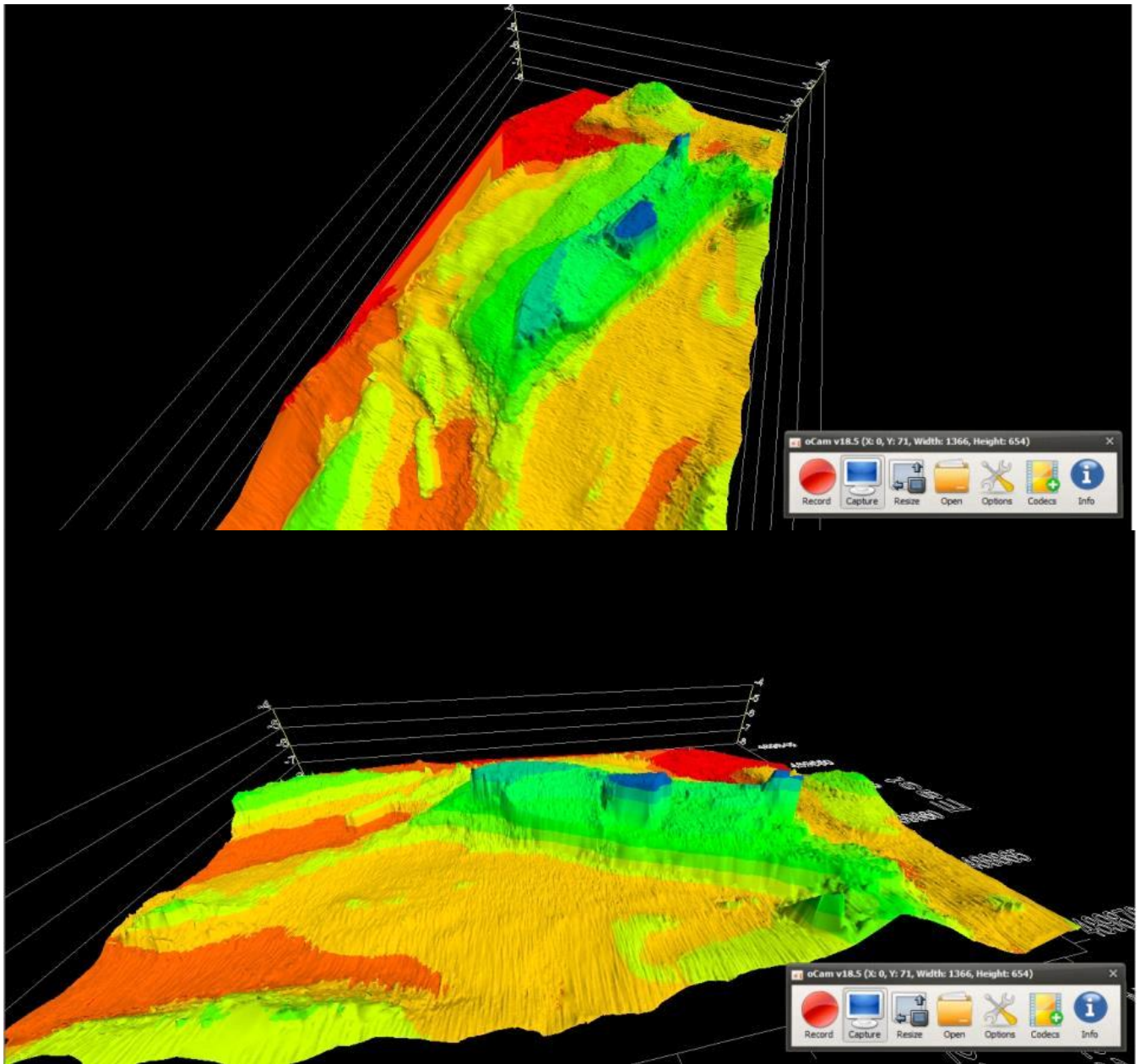




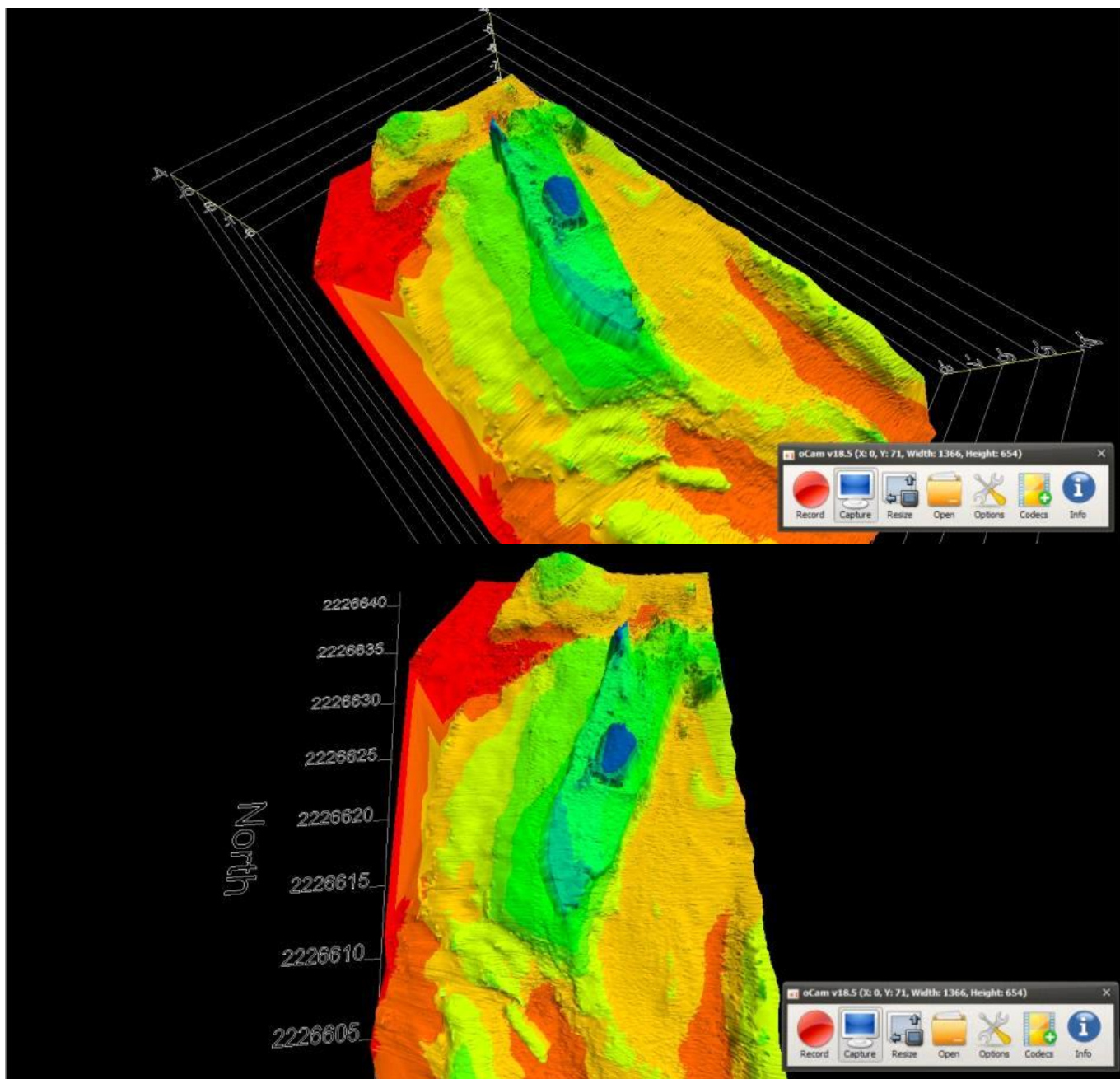


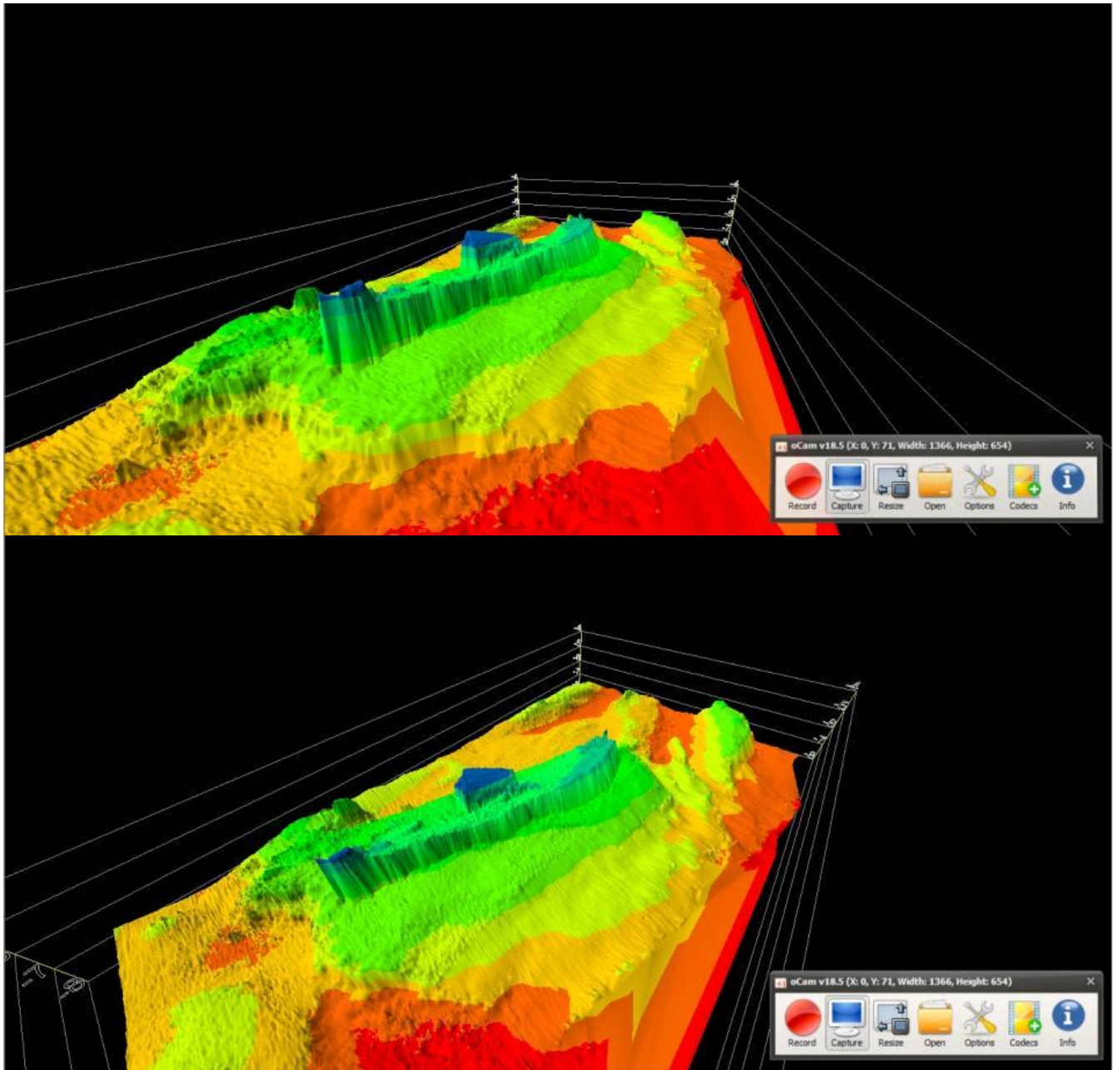


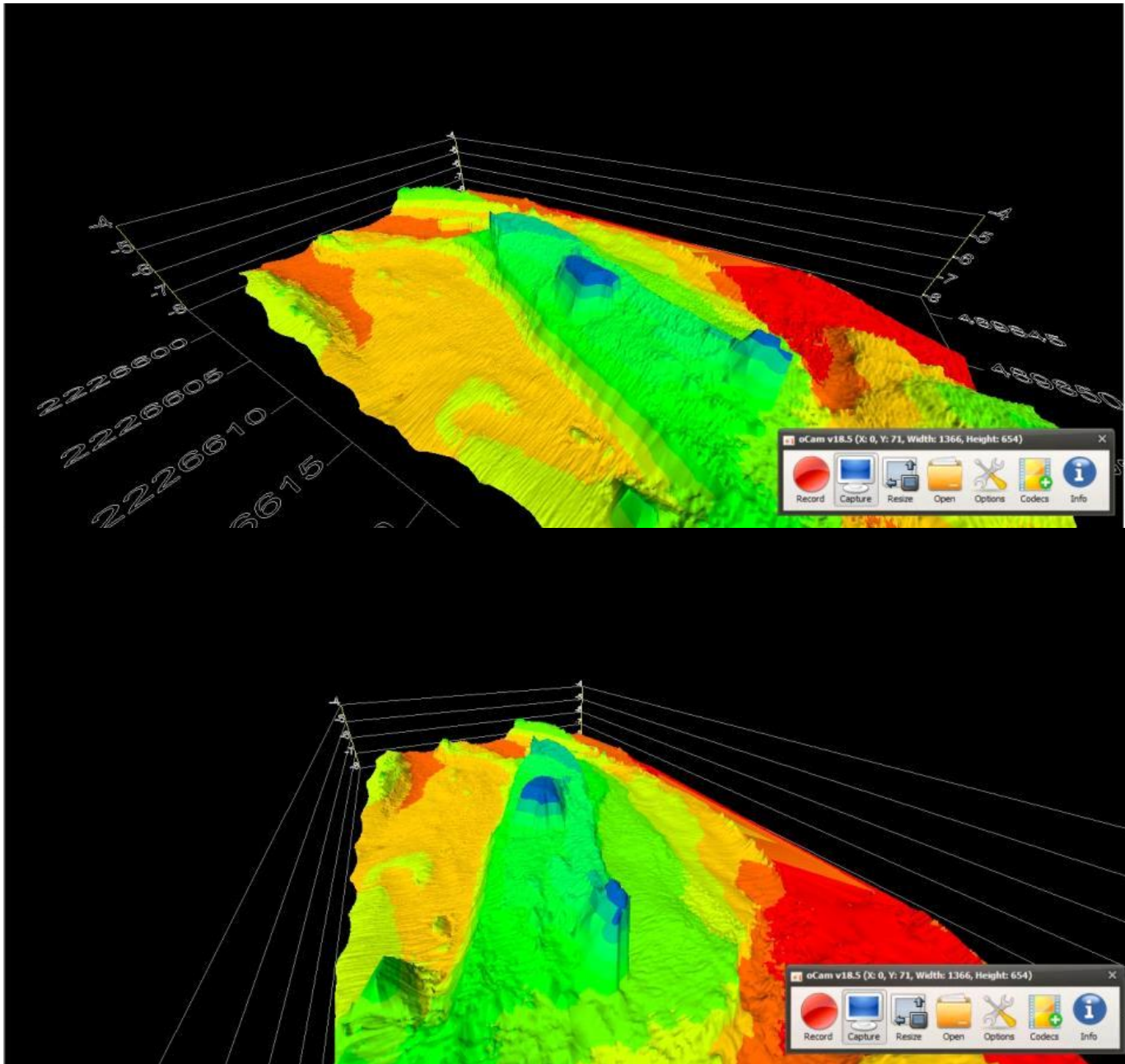




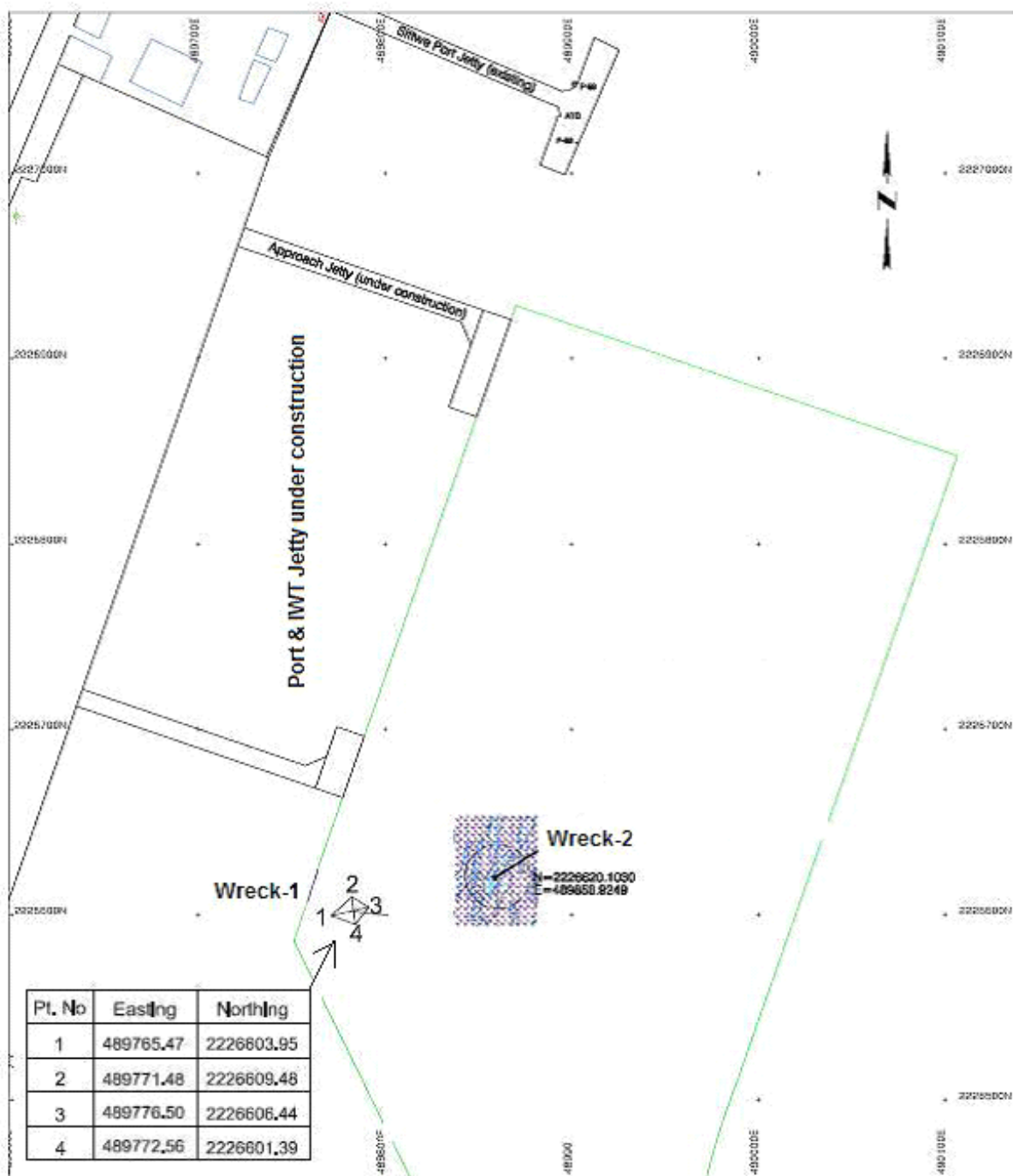




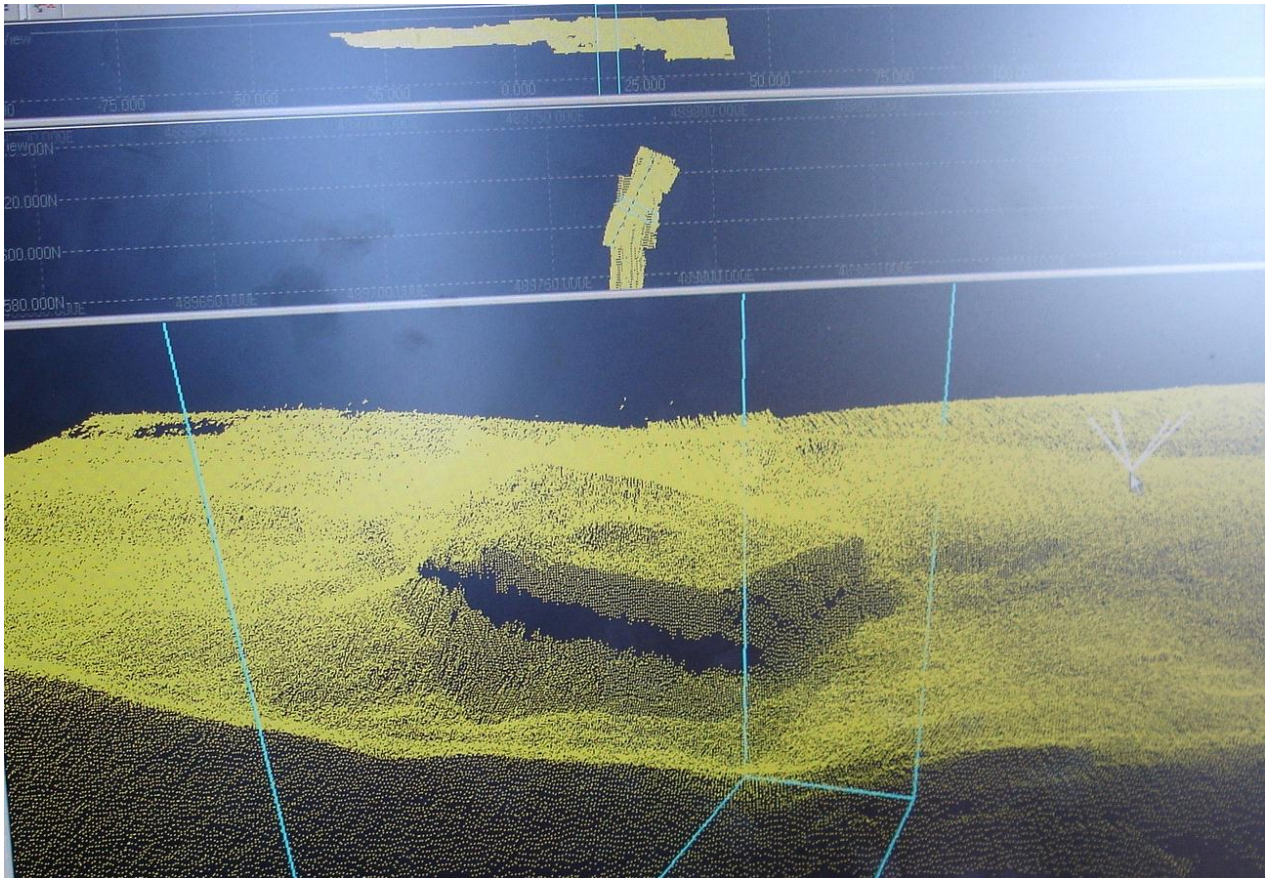




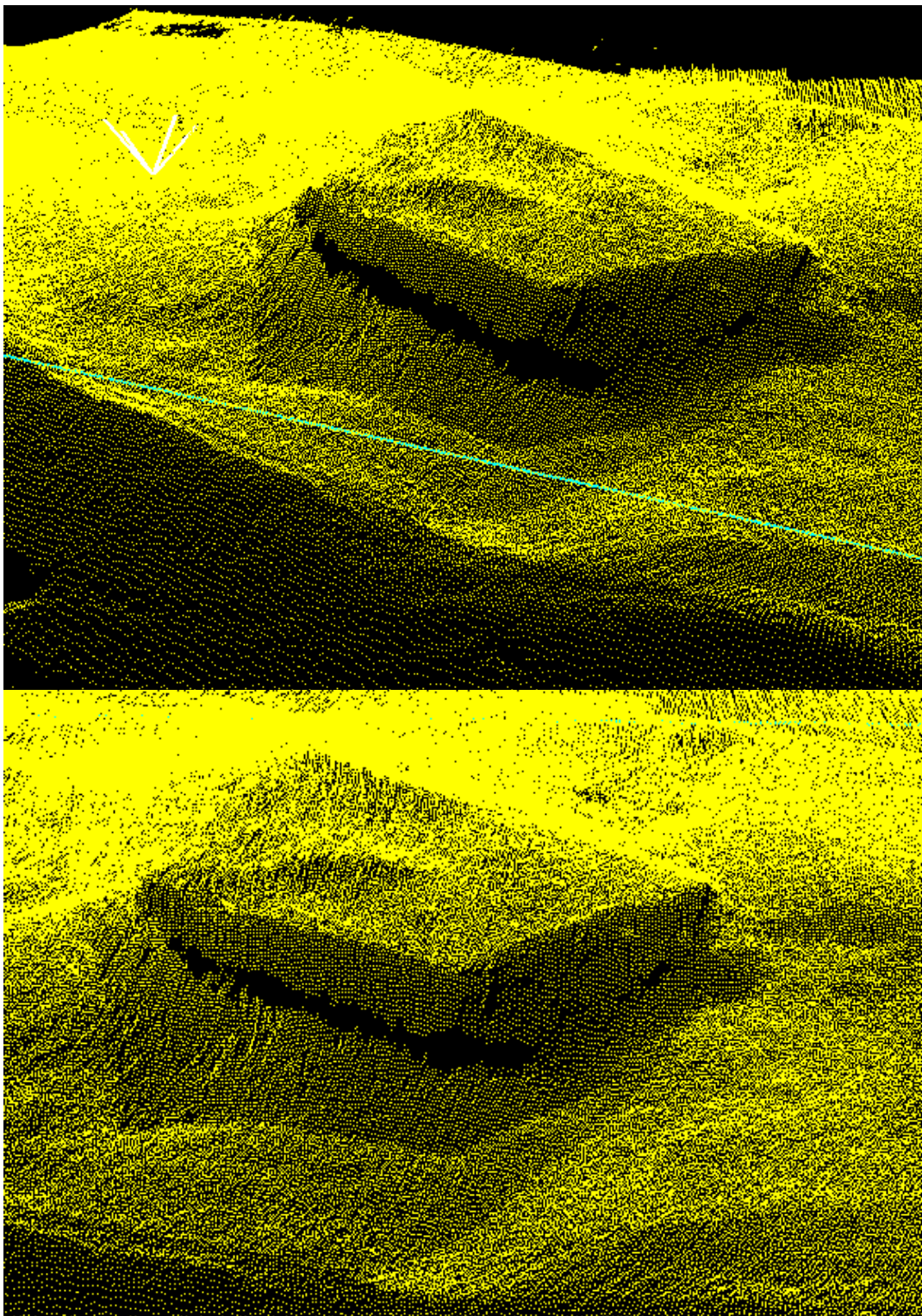
## WRECKS AT SITTWE











PONTTOON

## WRECK

