



**TENDER DOCUMENT
FOR**

Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018



TENDER NO: IWAI/PTN/17(41)/NINI/CM/2017-18

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

Telephone No.0612-2310026,2310029

E-mail:dirpat.iwai@nic.in

Website: <http://iwai.gov.in>,<http://eprocure.gov.in/eprocure/app>

CHECK LIST

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

- a) Original Bid document duly filled in and completed in all respects except prices, signed with rubber seal on every page except Financial Bid as a proof of acceptance.
- b) Blank Performa of Schedule of Prices (prices not to be filled)
- c) Tender Acceptance letter (To be given on Company Letter Head)
- d) EMD and tender cost (By RTGS/NEFT as prescribed).
- e) Registration certificate of the Firm from concerned Authority.
- f) Valid registration certificate of GST etc. from concerned Authority/Department.
- g) Experience certificate.
- h) Latest certificate of Bank Solvency from Nationalize /schedule bank as prescribed.
- i) Letter of Authority for signing and negotiation of tender (as the case may be).
- j) Permanent Account Number (PAN) issued by Income Tax Department.
- k) Copy of Document in the respect of ESI, EPF and copy of license from the concern Department.
- l) Audited balance sheets along with turnover, profit and loss account for the last 3 years.
- m) Cancelled cheque for E-Payment (As per annexure-II)
- n) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- o) The bidder declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public-Sector Undertaking (PSU).
- p) Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum wages Act of the Government of India.
- q) In addition to the above, the contractor is required to submit scanned copy of other document if any to full fill all the condition of the tender document and the same may be attached after thoroughly read/study failing which he will be treated as technically disqualified.

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

Date.....

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IWAI/PTN/17(41)/NINI/CM/2017-18

Name of Tender/Work: - Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018

Dear Sir,

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

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

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

g) The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

h) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

i) 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)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)
Gaighat, Gulzarbagh, Patna-800007

NOTICE INVITING TENDER

TENDER NO: IWAI/PTN/17(41)/NINI/CM/2017-18

IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experience reputed Agencies for the Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>. Tender document may be downloaded from the <https://eprocure.gov.in/eprocure/app> as per the schedule as given in critical date sheet as under:-

Name of Works	Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018.
Date of Publishing	03.11.2017
Document Download Start Date & Time	03.11.2017 16:00 Hrs
Pre-Bid Date & Time	Nil
Bid Submission start Date & Time	03.11.2017 16:30 Hrs
Bid Closing/Document Download End Date & Time	13.11.2017 15:00 Hrs
Bid Opening Date & Time	14.11.2017 15:15 Hrs
Estimated Cost includes all taxes, contractor profit, other statutory dues etc. excluding GST as per tender.	Rs. 652072/-
Tender Fee (Rs)	1,000/-
EMD (Rs)	13,041/-
Solvency (Rs.)	2,60,830/-

The work involves horticulture, sweeping, mopping and cleaning of Administrative Building, MSC, Hostel Area, chambers and Cabin of officers, Toilets, Pantries and Equipment rooms etc. and the firm shall have experience in executing these works.

ELIGIBILITY CRITERIA:

- I. The tenderer shall be registered with the concerned department and having registration certificate with GST and the scan copy of the same may be submitted by the tender along with online bid.
- II. Average annual financial turnover during last three years ending 31st March of the previous year, should as given below. Experience of having successfully completed similar works/supply of manpower works during last 3 (Three) years ending last day of month previous to the one in which this tender is invited should be either of following:

- (a) Three similar works costing not less than 40% of the estimated cost; **or**
 - (b) Two similar works costing not less than 50% of the estimated cost; **or**
 - (c) One similar work completed not less than 80% of the estimated cost
- iii. Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value of 40% of tender value.
- iv. The firm shall have valid registration with EPF and ESI.
- v. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
- vi. The tenderer shall submit required Earnest Money Deposit and tender fee in the form of RTGS/NEFT only payable in favour of “IWAI Fund” in the A/c No. 0352105000002, IFSC Code: CNRB0000352, Canara Bank, Main Branch, South Gandhi Maidan, Patna-800001. Any/all submissions made without the earnest money and/or after the date shall be deemed to be rejected.
- The scan copy of RTGS/NEFT receipt for tender cost and EMD with Transaction ID must be enclosed along with the e-bid. In case of the EMD and tender fee receipt are not enclosed along with the e-bid, the bid is liable for rejection. **However Micro, Small and Medium Enterprises (MSME)/NSIC or are registered with the Central Purchase Organization Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from depositing EMD and Tender Fee.**
- vii. The firm should not have incurred loss for more than 2 years during preceding three years ending 31st March.
- viii. The firm should have valid Permanent Account Number (PAN).
- ix. Self Certificate to the extent that the employees are paid not less than the wages notified under the minimum wages Act of the Government of India.

Parties fulfilling the above indicative eligibility criteria can download tender document from the “<https://eprocure.gov.in/eprocure/app>” and IWAI’s website “www.iwai.nic.in”. Bidders submitting the downloaded version of tender document is required to submit Rs 1000/- (Rupees One thousand only) i.e. an amount equal to the cost of tender document along with tender in the form of RTGS/NEFT.

A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders. Site can be inspected on all the working days during office hours. IWAI reserves the right to reject any or all the tender without assigning any reason thereof.

The firm may quote for work of indicated above and completed bids as per terms & Conditions mentioned in the tender document should be submitted online at <https://eprocure.gov.in/eprocure/app> by 15:00 hrs up to 13.11.2017 and it will be opened on 14.11.2017 at 15.15 hrs.

Director

NIT FOR PUBLICATION IN NEWSPAPER



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
Gaighat, P.O. Gulzarbagh Patna – 800007 (Bihar)

e- Tender no. IWAI/PTN/17(41)/NINI/CM/2017-18

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced, reputed manpower supply agencies for Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018. Details and Tender document can be downloaded from 03.11.2017 to 13.11.2017 from our web site 'www.iwai.nic.in' and CPPP Portal '<https://eprocure.gov.in/eprocure/app>'. Last date for submission of online bids is 13.11.2017 to 15:00 hrs and date of opening of tender is on 14.11.2017 at 15:15 hrs. Submission of online bids will be through <https://eprocure.gov.in/eprocure/app>.

Date: 03.11.2017.

(Director)

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

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

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

- The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 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.
- The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 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.
- Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The confidentiality of the bids is maintained since the secured Socket Layer 128bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 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.
- For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

Contact person: Col. S.K. Tomar, Senior Consultant
 Contact Telephone Numbers: +91-9310077203

TENDER FORM

To,

The Director,
Inland Waterways Authority of India,
Gaighat, Gulzarbagh,
Patna –800007 (Bihar.)

Name of Work: Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018

Sir,

1. Having visited the site and after acceptance of all the terms and conditions, Schedules and Bill of Quantities along with all appendix and annexure for the above work, I/We offer to execute the above said work in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

2. I/We undertake to complete and deliver the whole of the work comprised in the tender within the time as stated in the tender and also in accordance with the specifications, conditions and instructions as mentioned in the tender documents.

3. I/We agree to abide by this tender. I/We agree to keep the validity of our price bid for 90 days from the date of opening of price bid or extension thereto as required by the IWAI and not to make any modifications in its terms bid and conditions.

4. A sum or Rs.....(Rupees)
is hereby forwarded in the form of RTGS/NEFT :.....dated having UTR, No as earnest Money. I/We agree, if I/We fail to keep the validity of the bid open as aforesaid or I/we make the modifications in the terms and conditions of my/our bid or I/we fail to commence the execution of the works as above than I/We shall become liable for forfeiture of my/our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise they said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this bid be accepted, I/We agree to abide by and fulfill all the terms and conditions and provisions of this bid. No interest is payable on earnest money deposit and/or security deposit.

5. If this bid is accepted, I/We undertake to enter into, at my/our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and extended this bid together with your acceptance thereto shall constitute a binding contract.

6. I/We agree that if my/our bid is accepted, I/We am/are to be jointly and severally responsible for the due performance of the contract.

7. I/We understand that you are not bound to accept the lowest or any bid you may receive and may reject all or any bid without assigning any reason.

8. I/We confirm that all statements documents, information submitted/given with this bid or in support of bid is/are true, genuine, authentic, legitimate and valid. I agree that at any time before award of work or after award to selected/successful bidder in case any of these statement document, information is/are found incorrect, false, willful misrepresentation or omission of facts or submission of false/forged documents, the EMD/Security deposit submitted by me/us shall be forfeited by IWAI.

9. I/We certify that the bid submitted by me/us is strictly in accordance with the terms, conditions, specifications etc. as contained in the bid document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

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

(Name and address of firm)

M/s

.....

.....

Telephone Nos.

FAX No.

Witness:

Signature:

Name :.....

Occupation:

Address:

.....

Telephone nos.:

PART- I

INSTRUCTION FOR SUBMISSION OF BID

1. All covering letters and information to be included in the bid shall be submitted along with the bid itself.
2. Tender should be submitted in two covers viz. separate sealed Envelope-1 (containing technical bid) and Envelope-2 (containing price bid) and both covers should be placed in an envelope duly sealed, super scribing clearly the name of the work “**BID FOR** Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018”.And “**TO BE OPENED BY THE ADDRESSEE ONLY**” written prominently. The full name, postal address and Telephone Numbers of the Bidder shall be written on the bottom left hand corner of the sealed envelope. Further envelope containing each part shall be superscripted as under:
3. The first cover/envelope containing Part-1 shall be submitted along with the following documents and the cover should be super scribed with “**ENVELOPE-1: TECHNICAL BID FOR** Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018”.
 - a) Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
 - b) Earnest Money Deposit (RTGS/NEFT e- receipt as prescribed).
 - c) Documents in support of the address of the firm.
 - d) Memorandum of Association & Article of Association/Partnership deeds, as applicable.
 - e) Tenderer shall furnish Copy of list of the working persons and supervisory persons he wishes to deploy in this job along with their experience details.
 - f) Letter of Authority for signing and negotiation of bid.
 - g) Copy of Document in the respect of PAN, GST, EPF and ESIC.
 - h) Receipted copy of Return of Employees Provident Fund (EPF) for last three years where applicable.
 - i) Copy of the credential certificate obtained from a Govt. Deptt. /PSU/Autonomous Body regarding satisfactory service performances.
 - j) Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum wages Act of the Government of India.
 - k) Any additional relevant information to be furnished by the bidder as per tender.

The Second cover containing Part-2 shall be submitted along with the following documents and the cover should be super scribed with “**ENVELOPE-2: PRICE BID FOR** Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018.

- a) Schedule of prices duly filled in.

It may please be noted that:

- (a) The price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.
 - (b) Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened in the presence of bidders or their authorized representatives who may like to be present, on a suitable date to be intimated to such tenderers separately.
4. Bidders are advised to submit their offers strictly based upon the detailed terms and conditions contained in “INSTRUCTION TO BIDDERS” being a part of this tender document and not to stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated in part – I of the tender. IWAI reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.
 5. IWAI reserves the right to reject any or all bids without assigning any reasons.
 6. Bids received late at IWAI’s office after the stipulated last date and time for receipt of bids due to any reason whatsoever, will not be considered. Bids shall be adjudged as non-responsive due to any of the following reasons:
 - (a) Bids submitted after the due date and time.
 - (b) Bids submitted without Earnest money,
 - (c) Bids submitted without certificate(s) in respect of the financial and technical qualification criteria.
 - (d) Bids submitted without documents to establish the eligibility criteria.
 - (e) Bids submitted without photocopies of the receipted copies of GST, Income Tax Return with Balance sheet and Profit and Lost statement of last three financial years and EPF / ESIC Returns from the respective Competent Authority.
 - (f) Price Bid with any condition / qualifications.
 - (g) Any other reason as applicable.
 7. The bid can only be submitted in the name of the bidder in whose name the bid documents are issued by IWAI.
 8. Any annotation or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Bid filled in any other language will be summarily rejected.
 9. The firms interested in the work must have a good track record and must not have been black-listed by any Government Organization/ PSUs / Statutory Body in course of last 5 years. Bids of such black listed firms will not be considered by the Authority.
 10. Bidder shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidders’ organization as following:

- (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
 - (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
11. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
 12. The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be completed and free from ambiguity, change or interlineations.
 13. If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
 14. Bidder shall set their quotation in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material / equipment" etc. is liable to be rejected.
 15. IWAI shall have a unqualified option under the said bid to forfeit the EMD in the event of Bidder fails to keep the bid valid up to the date specified or refuses to accept work or carry it out in accordance with the bid if IWAI decides to award the work to the Bidder.
 16. The EMD shall be retained with IWAI until finalization of tenders. If any statements documents/information submitted by tendered is found false/incorrect, willful Misrepresentation or omission of facts or fake/forged documents, the EMD shall be forfeited.

17. IWAI shall, however, release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. EMD of successful bidder will be converted into security refundable deposit. In case of any breach of contract, EMD will be forfeited.
18. The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tendered fails to furnish the security deposit or performance guarantee in accordance with tender conditions, EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.
19. IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
20. The successful bidder is required to execute the integrity agreement (Integrity Pact) apart from the main agreement.

PART - II

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

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

BETWEEN

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

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

AND

.....

(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

Whereas the Principal / Owner has floated the Tender No: IWAI/PTN/17(41)/NINI/CM/2017-18 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “The work of Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018. Hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

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

which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

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

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

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

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

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Principal/Owner)

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :

PART-III
GENERAL CONDITIONS OF CONTRACT
C O N T E N T S

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GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairperson, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv) **Employer** means the Chairperson, Inland Waterways Authority of India and his successors.
- v) **IWAI/ Authority/ Department/** shall mean the Inland Waterways Authority of India, **Owner** which invites tenders on behalf of the Chairperson, IWAI and includes therein-legal representatives, successors and assigns.
- vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- vi) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- vii) **Chairperson:** means Chairperson of Inland Waterways Authority of India.
- viii) **Chief Engineer:** means the Chief Engineer of the Authority.

- ix) **Director** means the Director of the Authority, as the case may be.
- x) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- xi) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- xii) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be.

- xiv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- xv) **Day** : means a calendar day beginning and ending at mid-night.
- xvi) **Week** : means seven consecutive calendar days
- xvii) **Month** : means the one Calendar month.
- xviii) **Site** means the National Inland Navigation Institute (NINI).
- xix) **Drawings** : means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- xx) **Urgent Works**: means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- xxi) **Work/ works**: means work / works to be executed in accordance with the contract.
- xxii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- xxiii) District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xxiv) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2: INTERPRETATIONS

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

CLAUSE – 3: SECURITY DEPOSIT

3.1 SECURITY DEPOSIT

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit.

- 3.2 The contractor whose tender is accepted has to enter into an agreement with IWAI for the due fulfillment of the contract. The security amount will be accepted in form of demand draft in favour of Inland Waterways Authority of India – Fund only payable at PATNA.
- 3.3 The total performance guarantee/security deposit shall remain with IWAI till defect liability period after satisfactory completion of work.
- 3.4 Interest will not be paid on security deposit or performance guarantee.
- 3.5 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:
- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR
 - ii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work/ works at the risk and cost of the contractor.
- 3.6 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.

- 3.7 The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of equipment throughout the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in anyway with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.
- 3.8 If the Contractor feels that any variation in work or in quantity of work be beneficial or necessary to fulfill the guarantees called for, he shall bring to this notice of the Engineer in charge in writing, at appropriate time but prior to the execution of the work and take written acceptance of same from the engineer before proceedings with the works.
- 3.9 From the commencement of completion of work, contractor shall take full responsibility for the care of work including all temporary works, or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and Engineer's instruction.
- 3.10 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 3.11 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 3.12 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

CLAUSE – 4: REFUND OF SECURITY DEPOSIT

The security deposit less any amount due shall, on demand, be returned to the contractor on the expiry of contract period or on payment of the amount of the final bill payable in accordance with the agreement conditions, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

CLAUSE – 5 : SUFFICIENCY OF TENDER

- 5.1 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.
- 5.2 The Contractor is deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- 5.3 The Contractor shall be deemed to have examined, visited and acquainted himself with the site and the surroundings to have satisfied himself to the nature contract and as to the nature and conditions of means of transport and communication, whether by land, to have made local independent inquires as to the soil/sub soil conditions variations thereof, storms, prevailing winds, climatic conditions and all other matter effecting the work.
- 5.4 Any neglect or omission or failure on the part of the contractor in obtaining necessary and reliable information upon the forgoing or any other matter affecting the contract shall not relieve the Contractor, of his responsibility/any risk/liability for completion of the work in strict accordance with the terms of the Contract.

CLAUSE – 6 : CONTRACT DOCUMENTS

- 6.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English and designated as the „Ruling Language“.
- 6.2 The Contractor shall be furnished free of charge certified true copy of the contract document.
- 6.3 A copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

CLAUSE – 7 : DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 7.1 Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -
- (a) Description in the Schedule of Quantities and Prices.
 - (b) Relevant Specifications and Special Conditions, if any.
 - (c) Drawings.
 - (d) General Specifications.
- 7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the true intent and meaning of the drawings and specifications shall be final and binding.
- 7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 7.4 If on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules :
- (a) In the event of error occurring in the amount column of schedule of quantities and prices as result of wrong multiplication of unit price and quantity, the unit price shall be regarded, as firm and multiplication shall be amended on the basis of the quoted unit price.
 - (b) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The
tendered sum so altered shall, for the purpose of tender, be substituted for the sum
originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in general summary by the tenderer shall be ignored.

CLAUSE-8: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials/ parts to be used or workmanship employed in connection with the works.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in- Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE – 9: ASSIGNMENT AND SUB-LETTING

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

CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS

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

Clause – 11 : CHANGE IN CONSTITUTION

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 32 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-33.

CLAUSE – 12 : COMMENCEMENT OF WORK

The contractor shall commence the work at the respective sites within 10 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

CLAUSE –13 : WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS AND ORDERS ETC.

- 13.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in strict conformity with the specification laid down or as may be laid down by the Engineer-in-Charge under the terms of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.

13.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:

- (a) Specifications or revisions thereof other than standard printed specifications
- (b) Explanations, instructions etc.

Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly.

13.3 All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.

13.4 The Contractor shall not be entitled to any right or claim whatsoever by reason of any representation/ explanation/ statement/ directions/ instructions or alleged representations/ explanation/ statement/ directions/ instructions, promises or guarantees given or alleged to have been given to him by any person other than what has been stated in the contract in his personal capacity.

CLAUSE – 14 : URGENT WORKS

If any urgent work (in respect where the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed, provided the directions are in accordance and confirmatory with provisions in Clause – 8.

CLAUSE – 15 : DEVIATIONS

15.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions / Omissions and

(iv) Alterations or Substitutions of any kind. No such Deviations in the specification or drawings or designs or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do

shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.

- 15.2 Such items of work, as are required, to be executed at the rates already provided in the schedule of quantities, shall apply in respect of the same item(s) of work to be executed due to Variation.
- 15.3 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision:
- 15.4 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

CLAUSE - 16: CONTRACTORS SUPERVISION

- 16.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, an Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge, directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.
- 16.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in- Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

CLAUSE - 17 : INSTRUCTION AND NOTICE

- 17.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions duties and powers of the Engineer-in-Charge.

- 17.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 17.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to, the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 17.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work in a work site order book maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

CLAUSE -18: PLANT AND EQUIPMENT

- 18.1 The Contractors shall provide and install all necessary plant; equipment and machinery required for the execution of the work under the contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.
- 18.2 Subject to the availability of any item(s), plant, equipment and machinery the Authority at the written request of the contractor, may issue to the contractor on hire for being deployed on the work contracted for, at pre- determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

CLAUSE – 19 : PATENT RIGHTS

- 19.1 The contractor shall indemnify the Authority, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Authority or any agent, servant or employee of the Authority in respect of any such materials as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Authority but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursement to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.
- 19.2 The contractor shall at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the contractor shall pay for such award. In the event of any suit or proceedings instituted against the owner, the same shall be defended at the cost and expense

of the contractor who shall also satisfy/ comply any decree, order or award made against the owner.

- 19.3 Neither the contractor nor through any counsel engaged by the contractor shall defend himself in the name of the Authority in any suit or proceedings.
- 19.4 The Authority shall not be under any obligation to make the final payments to the contractor till any such suit or claim remains unsettled.

CLAUSE – 20 : MATERIALS

- 20.1 The contractor shall at his own expenses provide / arrange all materials required for the bonafideuse on work under the contract.
- 20.2 All materials parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his cost, of the materials parts as may be specified by the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of materials parts consumed in such tests and also expenses incurred thereon shall be borne by the contractor in all cases and also where such tests which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.
- 20.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials parts intended to be used in or the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where these are lying or from where these are being obtained. For this, purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

CLAUSE - 21: LAWS GOVERNING THE CONTRACT

The Courts at Patna only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

CLAUSE - 22: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 22.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.

22.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/ or extra shifts to ensure completion of works under the contract as scheduled.

CLAUSE - 23 : LABOUR

23.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the

contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.

(b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

(c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairperson as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

23.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.

- i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.
- ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.

- 23.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act and amendments made from time to time.
- 23.4 The Contractor shall in respect of labour employed by him either directly or through sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed thereunder in regard to all matters provided therein.
- 23.5 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as :
- i) Payment of wages Act.1936 (Amended)
 - ii) Minimum wages Act. 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) Maternity Benefit Act. 1961 (Amended)
 - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
 - viii) The Industrial Disputes Act. 1947 (Amended)
 - ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
 - x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- 23.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. The contractor agrees to indemnify and hold the owner harmless from any liability or penalty which may be imposed by any central or state Authority and also of any claims, suits or proceedings that may be brought against the Authority arising

- under, growing out of or by reasons of work proved by this contract whether brought by employees of the Contractor, by third parties or by Central or State Authority or any political sub division thereof. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in- Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 23.7 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required on estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- 23.8 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-25.5 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 25.5 above , the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 25.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 23.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submit ting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.5 above , the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. fifty only) as liquidated damages for every default, breach or furnishing, making , submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 23.10 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the contractor.

- 23.11 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 23.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 25.5 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 25.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.
- 23.13 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

23.14 ALCOHOLIC LIQUOR OR DRUGS.

The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.

23.15 ARMS AND AMMUNITION

The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.

23.16 REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the

Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without written permission of the Engineer-in-Charge. Any person so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs in connection herewith.

CLAUSE – 24: FORCE MAJEURE

- 24.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 24.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- 24.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.

CLAUSE - 25 : LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTION AND RECTIFICATION THEREOF

25.1 If the contractor or his labour or sub-contractor, injure destroy or damage floor tiles, bathroom fittings, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall up to receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his cost.

- 25.2 If it appears to the Engineer-in-Charge or his representative at any time during to or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.
- 25.3 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employee shall be to the account of the contractor, who shall make good the loss.

CLAUSE – 26 : SUSPENSION OF WORKS

The contractor shall on the order of the Engineer-in-Charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-Charge.

CLAUSE – 27: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

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

CLAUSE – 28 : TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its incomplete part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the

parties. In the event of such termination, the Authority shall not hold the estate of the deceased

Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

28.1 Termination of contract

IWAI reserve the right to terminate the contract of sweeping and mopping work at any time before expiry of the stipulated contract period by issue of one month's notice to the contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give one-month notice, failure to do so will result in forfeiture of deposited security amount.

CLAUSE- 29 : CORRUPT PRACTICE & TERMINATION OF CONTRACT IN FULL OR IN PART

29.1 If the Contractor does not commence the work in the manner described in the Contract document or if he shall at any time in the opinion of the engineer.

- (i) Commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 15 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- (iii) Fails to carry on the work in conformity/ accordance with the contract document or mobilize/ supply suitable equipments, labour, materials or other equipments to the site as stipulated in the contract, or
- (iv) Fails to commence, carry and execute the work to the satisfaction of the EIC, or
- (v) Abandon the work, or
- (vi) Substantially suspend the work or the works for a minimum period of 30 days without any authority/ prior permission of EIC, or
- (vii) Commit or suffer or permit any other breach of any of the provisions and terms of the Contract to be performed by him or it is observed that the said breach persists 15

days, after notifying to the Contractor in writing by the engineer requiring such breach to be remedied or

- (viii) The contractor becomes bankrupt, insolvent or goes into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction which amalgamations or reconstruction would assume complete responsibility and liability of the work with the prior approval of the owner and would furnish all guarantees by new formation.
- (ix) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. The Engineer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence.

Then the Authority shall have the power to enter upon the work and take possession of all the equipment of the contractor thereon, and to remove the contractor's license to the same and to complete the work by his agents or other contractor or workmen or to relate the same upon any terms and conditions and so such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose of completion of the work specified in the contract, and without any payment/allowance to the contractor for the use or of the equipment or being liable for any loss or damage thereto the equipment. If the Authority shall by reason of its taking the possession of the works being completed by other contractors (due account being taken of such extra work or works which may be omitted) then the amount of such excess work or works which may be due for work done by the contractor under the contract and not paid for.

In case of any deficiency to be paid to the Authority by the contractor, the contractor shall make or in case of any deficiency remaining unsettled then the Authority shall have the power to sell in such a manner and for such a price as it may think fit all or any of the equipment belonging to the contractor and to recoup and retain the said deficiency or any part thereof out of the sale proceeds.

29.2 **Corrupt Practice**

The Contractor shall not offer or to give to any person in the employment of the Authority or working under the orders of the Chairperson any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal code 1860 or the Prevention of Corruption Act. 1947 or any other Act enacted

for the prevention of corruption by Public Servant shall entitle the Chairperson to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General condition and Special conditions.

- 29.3 The Engineer-in-Charge shall, on such termination of the contract, have powers
- i) To take possession of the site of work under the contract as well as the land / premises allotted to the contractor for his preliminary, Enabling and Ancillary works and
 - ii) Also any materials, constructional plant, equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such agencies shall be credited to the contractor at his contract prices and the contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub-clause 30.5 hereunder.
- 29.4 On termination of the contract in full or part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary, enabling and ancillary works, within a stipulated period if the contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause then to be sold, holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amounts under the contract.
- 29.5 If the expenses incurred or to be incurred by the Authority for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited / to be credited to the contractor, the difference shall be paid by the contractor to the Authority. If the contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall be empowered to recover such amount from any sum due to the contractor on any account under this or any other contract or from his security deposit or otherwise.
- 29.6 Also, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary building / structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the Engineer-in-Charge shall have powers to recover the same in accordance with the provisions of the contract.
- 29.7 The contractor shall not construct any structure even of a temporary nature for any other purpose on IWAI office premises & Engineer-in-Charge's representative's office or houseboat, or any such things except with the written permission of the EIC and any such

construction, so put up shall be removed by the contractor whenever the EIC or his representative calls upon the contractor to remove. Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the Contractor, shall be decided by the Chairperson.

29.8 IWAI also reserves its right to determine/ terminate the contract on following basis :

- (i) Authority shall, at any time, be entitled to determine and terminate the contract, for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 15 (fifteen) days time for such determination and termination including the reason thereof.
- (ii) The contractor upon receipt of such notice, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to work terminated, and upon terms satisfactory to the Authority, stop all further sub-contracting or purchasing activity, related to the work terminated and assist the Authority in maintenance, protection and disposition of the works acquired under the contract by the Authority.
- (iv) Should the contract be determined under the sub-clause (i) of the said clause, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination.”.

CLAUSE - 30 : COMPLETION TIME AND EXTENSIONS

30.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

30.2 However, if the work is delayed on account of:

- i) Increase in the quantity of work to be done under the contract as per clause 16, or
- ii) Suspension of work as per clause 26; or
- iii) Rebuilding of work as per clause 27; or
- iv) "Force Majeure" as per clause 24; or
- v) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

30.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the

event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case, before expiry of the contract period.

CLAUSE – 31: LIQUIDATED DAMAGES

If the contractor fails to complete the work on or before the date of completion as per the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages at the rate of @1.5 % per month (delay of work to be computed on per day basis) on the total value of the order subject to maximum of 10%.

CLAUSE – 32: PAYMENT ON ACCOUNT

32.1 The contractor shall pay the labour employed by him either directly or through sub-contractors, wages not less than minimum wages as prescribed by the Govt. from time to time. Contractor shall employ labour as per the provisions of the contract labour Regulation & Abolition Act, 1970 and the Contract Labour Regulation & Abolition Central Rules, 1971 wherever applicable.

CLAUSE – 33 : TAXES, DUTIES AND LEVIES ETC.

The prices shall include, levies, octroi, royalty, excise, work contract tax, labour cess, profit for service provider or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities except GST on all materials that the contractor has to purchase for the performance of the contract and services, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard.

CLAUSE – 34 : PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within one month from the date of completion of the work furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within three months. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 35 : OVER PAYMENTS AND UNDER PAYMENTS

- 35.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 35.2 The Authority reserves the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 48 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 35.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 35.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 35.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in- Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

CLAUSE - 36: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL

- 36.1 All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any un-authorized person.

36.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such under the contract.

CLAUSE – 37 : FINALITY CLAUSE

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carryout out of the work the decision of the Engineer-in-Charge which shall be given in writing shall be final and binding on the contractor.

CLAUSE – 38 : SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

All sum payable by way of compensation to the Authority under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

CLAUSE – 39: ARBITRATION

39.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:

- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
- (ii) Within thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairperson, IWAI. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
- (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairperson, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

39.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to

act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

- 39.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 39.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 39.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 39.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs.75,000/- and above.
- 39.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 39.8 The arbitration and conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.

NOTE: In case of contract with another public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No.3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

- 39.9 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be PATNA and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

CLAUSE – 40: VALIDITY OF TERMS & CONDITIONS:

Bid shall be valid for acceptance for a period of 90 days from the date of opening of price bid. IWAI reserves the right to accept or reject any offer without any notice or assigning any reason. The decision of Secretary, IWAI in this regard shall be final and binding on the tenderer and no further correspondence shall be entertained.

PART - IV

TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR SWEEPING, MOPPING, CLEANING AND MAINTENANCE OF HORTICULTURE IN NATIONAL INLAND NAVIGATION INSTITUTE (NINI), GAIGHAT, PATNA DURING NOVEMBER 2017 TO MARCH 2018.

OBJECTIVE AND AREA OF WORK

A. Horticulture works in National Inland Navigation Institute, Patna:

- a. Inland Waterways Authority of India (IWAI) is a statutory body set up in 1986 under the Ministry of Surface Transport, Govt. of India. The Authority is entrusted with development, maintenance and management of National Waterways for shipping and navigation. National Inland Navigational Institute (NINI, PATNA) was setup 2004 by IWAI to provide trained and experienced manpower for efficient management, operation and maintenance of inland vessels of inland water transport sector.
- b. It is proposed to undertake the development works for NINI through an agency appointed on open tender basis. Due to the shortage of cleaning mopping, and gardening staff, Authority intends to engage the same on outsourcing basis from the reputed and resourceful Consultancy / Organizations on contract basis during November 2017 to March 2018 for a period of 05 (Five) months initially **which is extendable further as per requirement as per clause no. 41.**

The purpose of Horticulture works with development is that the whole NINI premises must look rich with lush green lawn and beautiful flowers so as to provide an excellent ambience of work - environment and at the same time makes the NINI premises environmental friendly and makes a good impression on the all our Official, visitors and public who visit here for various purposes. The contractor has to undertake all such jobs / activities required to develop & maintain the NINI premises in a presentable condition and in above mentioned spirit at all the times whether such activities are elaborated hereunder or not while undertaking this work, the contractor will develop the lawns at the open space at the back & front yard of NINI premises in consultation with the Engineering In-Charge or his authorized representatives.

The work to be executed for development of lawns, front & back yard of office premises. The contractor will also develop nursery for seasonal and perennial type of flowers and plants. The other normal job in this regard would be executed as per following terms and conditions.:

1. To be planted desired plant on the date of start of contract and plantation work to develop new lawn / plants to be developed thereafter the new landscaping as per direction of EIC or his representative.
2. To plant trees, shrubs etc. by excavation / digging as and when required in the interest of the beautiful maintenance of ambience / lawn of NINI, Gaighat, Patna.

3. To prepare and maintain flower beds, seasonal and perennial both depending on our needs.
4. To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the EIC or his authorized representative.
5. Cutting of grass in lawn, pruning of plants at required intervals and removing the waste to the proper place.
6. Regular watering of grass, lawn, trees, plants, shrubs etc and hoeing and weeding in and around them.
7. Spraying of insecticides and fungicides application / spreading of chemicals and manure as and when required / advised during maintenance period.
8. Any other job which is required to make the NINI campus from Horticulture point of view beautiful with lush green environment.
9. The gardener should demonstrate own initiative for Horticulture up gradation of NINI premises. Seasonal plan(s) for the same should be prepared and submitted to the EIC or his representative.
10. The contractor will be responsible for the execution of maintenance of horticulture works with development as per accordance with Schedule of BOQ.
11. The contractor will replace the dead / damaged / under growth plants & Plant material free of cost during maintenance period.
12. The contractor will perform all Horticulture works with development in accordance with direction of Engineering In-charge or his authorized representative.
13. Water, Electricity will be provided by NINI free of cost.
14. Contractor shall take care of the safety of his tools & tackles at our site & Authority shall not be responsible for any loss.
15. Contractor shall arrange all tools & tackles for carrying out the work.
16. Electricity charge will be paid by the department.

17. Tools and implements material will be provided by the contractor.
18. The day to day work will be monitored as per the instruction of EIC or his representatives.
19. The lawns, beds & Shrubbery should be cleaned & watered properly. Kept free from weeds during maintenance period.
20. The annuals will be planted and maintained as per direction of EIC or his representatives. Dressing/trimming of plants, shrubbery and hedges should be attended regularly.
21. Garbage/waste materials should be thrown outside the garden or as directed by the EIC or his representatives.
22. The newly planted plants should be watered properly at regular interval
23. The contractor shall apply the fertilizer/manure/plant protection materials as and when required as per the direction of EIC or his representatives and same will be bear by the contractor during development of horticulture as well as during maintenance period.
24. Contractors should engage experience pump attendant for operating pump set for watering.
25. Contractor has no right to make any plan amendment in the existing landscaping of the garden. Only department has the full power to make any amendment in the existing landscaping.
26. Error / omission if any will be rectified with no claim.
27. No claim whatsoever on account of fluctuation in prices will be entertained.
28. If any litigation arises through labour court or labour commissioner & other court etc. on account of litigation through labourers engaged by him, the contractor will be fully responsible. Moreover, if claim arises out of any litigation, the contractor will be responsible for payment of such claim.
29. The department will not be held responsible for any incident occurred with labourers engaged by the contractor for work and no compensation will be paid by the department for the same.

30. The contractor will be responsible for loss/deliberated damage of any equipment /installation at site. Cost of such damage, if any, will be assessed at the discretion of the EIC or his representative and same will be deducted from his bill.
31. **The Contractor should engage two person for regular watering of grass, lawn, trees, plants, shrubs etc. and hoeing and weeding in and around it, maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places and at least one man should stay during office hour in NINI campus for above maintenance works.**
32. The earnest money / security deposit of successful contractor/firm will be forfeited if he fails to comply with any of the condition of the contract and work will be carried out at risk and cost of the contractor/firm.
33. Deduction of TDS and other govt. levies as applicable shall be deducted from contractor's bill as per the govt. rules and PF & ESI for engaged manpower if applicable shall be deposited by the contractor to the concerned authority.
34. Clearing landscape area including uprooting of rank vegetation, Grass, bushes, wood, removal of all rubbish, trees and saplings of girth up to ground level as per direction of EIC or his authorized representatives.
35. IWAI shall initially award the works for maintenance of horticulture in NINI premises upto March 2018, however IWAI reserve the rights to extend the contract for further period of one year at the same rates, terms and conditions of the contract after getting willingness from the contractor and subject to satisfactorily performance of the works.
36. The contractor shall be required to produce samples of all materials in advance to obtain approval of the Engineer-in-Charge.
37. The contractor should maintain section grasses and rolling the same time to time if required and Authority will not pay any cost for that purpose.
38. During maintenance period the contractor will have to maintain
 - (i) all the trees, plants, shrubs, and lawn as are exist and plantation work to develop in new lawn including supply of soil improvement nutrient, manure, Chemical/pesticides etc as and when required.
 - (ii) Regular watering of grass, lawn, trees, plants, shrubs etc and hoeing and weeding in and around them, maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places.
 - (iii) Spraying of insecticides and fungicides application/spreading of chemicals and manure as and when required/advice
 - (iv) Replacement of dead plant with new one as per direction of EIC or his representative

- (v) Seasonal plants/ flowers to be developed as and when required at the lawn as per direction of EIC or his representative.
- (vi) Maintain, develop section-1 grasses and rolling the same time to time as and when required.
39. During maintenance period payment will be released to the contractor by furnishing the bill after a certification of EIC or his representative that the garden has been found in well maintained condition for the given period. **The maintenance bill shall be paid on monthly basis.**
40. The contractor shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work.
41. The period of contract is initially for Five month i.e. from November 2017 to March 2018 during this period if it is found that the performance of the firm is not satisfactory, IWAI/NINI will have right to terminate the contract by giving one-month notice. The contract is extendable on mutual consent for another one year at same rates, terms and conditions of previous year contract/agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.
42. The following are the scope of works to be under taken in the present contract for maintenance of horticulture and landscaping works as per direction of EIC or his authorized representative.
43. All the Sweeper should wear the uniform and name badge to be provided by the bidder. Identity card to be issued to each worker.
- i. Preparation of land
- A) Removal of garbage
 - B) Filling of fresh garden soil
 - C) Intercultural operation
 - D) Fertilization and pest control treatment
 - F) Leveling if required in lawn area.
 - G) Pruning of trees and shrubs
- ii. Plantation
- A) Trees
 - B) Accent trees
 - C) Shrubs
 - D) Flowers
- iii. Grass lawn making
- iv. Beautification and maintenance of the garden area

B. Sweeping, mopping and cleaning of National Inland Navigation Institute, Patna:

- a. Inland Waterways Authority of India (IWAI) is a statutory body set up in 1986 under the Ministry of Surface Transport, Govt. of India. The Authority is entrusted with development, maintenance and management of National Waterways for shipping and navigation. National Inland Navigational Institute (NINI, PATNA) was setup 2004 by IWAI to provide trained and experienced manpower for efficient management, operation and maintenance of inland vessels of inland water transport sector.
- b. It is proposed to undertake the development works for IWAI/NINI through an agency appointed on open tender basis. Due to the shortage of cleaning and mopping staff, Authority intends to engage the same on outsourcing basis from the reputed and resourceful Consultancy / Organizations on contract basis during November 2017 to March 2018 for a period of 05 (Five) months initially **which is extendable further as per requirement as per clause no. 1.9.**

Scope of work includes sweeping, mopping, and cleaning of Administrative Building, Marine Simulation Center (MSC), rooms/chambers/cabin of officers, Hostel Area, common Toilets, attached toilets, pantries, elevator lobby, stairs, passages and other rooms at Ground floor and First floor. (Detail of area of floors, toilets and pantries and other details are placed in tender as Annexure- A).

- **Minimum numbers of persons employed for this work should not be less than five.**
- **At any point of time during cleaning hours at least one person of the contractor should be available in the premises.**
- **The institute remains closed on off day, however the weekly cleaning to be done along with removal of cobwebs and miscellaneous items on these off days.**
- **The work should be supervised by the contractor at frequent intervals.**

1.0 General Conditions:

- 1.1 The firm shall follow the instructions given by the officer in charge in NINI.
- 1.2 The firm should use approved material for sweeping, mopping & cleaning with the best quality workmanship and materials shall be got approved by the NINI before using.
- 1.3 If NINI or its authorized officers are not satisfied either the manner of performance of the services provided, the firm will take such remedial measures as may be called upon to do to the entire satisfaction of NINI.
- 1.4 All the Sweeper should wear the uniform and name badge to be provided by the bidder. Identity card to be issued to each worker.
- 1.5 Sufficient material shall be supplied to the Sweeper by the contractor for sweeping, mopping and cleaning.

- 1.6 Space will be provided by NINI to the Sweeper for keeping their material within the premises.
- 1.7 The list of approved make of material is placed in the tender document at Annexure- C.
- 1.8 Any loss to Govt. property/theft committed by the worker/manpower of the firm shall be made good by the firm.
- 1.9 The period of contract is initially for Five month i.e. from November 2017 to March 2018 during this period if it is found that the performance of the firm is not satisfactory, IWAI/NINI will have right to terminate the contract by giving one-month notice. The contract is extendable on mutual consent for another one year at same rates, terms and conditions of previous year contract/agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works.
- 1.10 IWAI/NINI shall be entitled at all times to carry out any checks or inspections of your facilities, records and accounts of the firm to ensure that the provisions of the Labour laws and regulations are being observed and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall without prejudice to any other rights or remedies available to the owner constitute a ground for termination of the contract any consequence arising of violation or any Act/law/regulation etc. will be sole responsibility of the firm.
- 1.11 Uniforms will be provided by the firm to the employees deployed without any extra charges from the IWAI/NINI.

SCHEDULES

SCHEDULE 'A': Salient Features of the work.

Name of Work: Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018.

Estimated cost of work: The work is estimated to cost Rs.6,52,072.

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

- (a) Earnest Money : Rs. 13,041/-
(b) Security Deposit : 10% of awarded value.

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

- (i). Officer inviting tender: - Director, IWAI, Gaighat, Patna-800007
(ii). Tender Accepting Authority: - Director, IWAI, Gaighat, Patna-800007
(iii). (a) Time allowed for submission of SD as per terms & condition from the date of issue of letter of acceptance: - 15 days
(b) Maximum allowable extension beyond the period provided in (iii) (a) above: -7 days
(v) Standard Schedule of Rates: -Minimum wages of Govt. of India with ESI, EPF, including all taxes, except GST.

I. Competent authority to levy liquidated damages for delay: -

- (a) Member(Technical), IWAI
(if the amount of contract is up to 100 lakhs).
(b) Vice-Chairman/ Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
(c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

(vii) Competent authority for Foreclosure of contract in full or in part due to abandonment or reduction in scope of work:-

- Engineer-in-Charge with the prior approval of
(a)Member Technical), IWAI (if the amount of contract is up to 100 lakhs).
(b) Vice-Chairman/Chairperson, IWAI, Noida (If the cost of contract is more than 100 lakhs & up to 500 lakhs).
(c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

PROFORMA FOR EXPERIENCE

DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

(SEPARATE SHEETS TO BE ATTACHED)

S. No	NAME OF ORGANISATION	NAME OF WORK	CONTRACT VALUE	NO. AND DATE OF PERFORMANCE CERTIFICATE

Annexure – II

PROFORMA FOR AGREEMENT

(TO BE SUBMITTED ON RS.100/- NON-JUDICIAL STAMP PAPER)

CONTRACT AGREEMENT FOR THE WORK OF:

.....
Made this Day of.....
Between..... M/s

Hereinafter called the “Contractor” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part; and Inland Waterways Authority of India, Gaighat, PO-Gulzarbagh, Patna hereinafter called the “OWNER” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

- a) OWNER being desirous of getting executed the WORK mentioned, enumerated or referred to in the Bid Document including Notice Inviting Tender, Instruction to Bidders, General Condition of Contract, Special Conditions of Contract, Specifications, Time Schedule, Letter of Acceptance of Bid and other documents, has invited Bids.
- b) CONTRACTOR has inspected SITE and surroundings of WORK specified in the Bid Documents and satisfied himself by careful examination before submitting his Bid as to the nature of the quantities, nature and magnitude of WORK, availability of equipment etc. necessary for the execution of WORK, the means of access to SITE, the position of supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bid Document or having any connection therewith, and has considered the nature and extent of all probable and possible situation, delays, hindrances or interferences to or with the execution and completion of WORK, to be carried out under this CONTRACT, and has examined and considered all other matters condition and things and probably and possibly contingencies, and generally all matters incidental thereto and ancillary thereof effecting the execution and completion of WORK and which might have influenced him in making his Bid.
- c) The Invitation to Bid, instructions to Bidders, General Conditions of Contract, Description of Works and specifications, Plans, Time Schedule, Letter of Acceptance of Bid any and any other documents and enclosures, copies of which are hereto annexed are included in the expression “CONTRACT” :

AND WHEREAS

OWNER accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in the letter of award of work upon the terms and subject to the conditions of Contract.

Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby covenants with OWNER that CONTRACTOR shall and will duly provide, execute and complete the work and things in CONTRACT, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion or stipulations mentioned in CONTRACT.
2. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the Owner does hereby agree with CONTRACTOR that OWNER will pay to Contractor the respective amount for the work actually done by him and approved by Owner as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract; such payment to be made at such time and such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by Owner to Contractor as set forth in CONTRACT and such other sums as may become payable to Owner towards loss, damage to the OWNER's equipment, materials etc. and such payments to be made at such time and in such manner as in provided in the CONTRACT.

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

Signed and Delivered for
and on behalf of
CONTRACTOR

.....
.....

Date:
Place:

Signed and Delivered for
and on behalf of
OWNER (IWAI)

.....
.....

Date:
Place:

In presence of Witness (Signature with Name & Address)

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

ANNEX – III

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

NAME OF THE PROJECT: _____

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:

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

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

Name of the Bank : _____

Address of the Branch of the Bank
Branch code : _____

Account Type : (Saving/Current/Others)

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold IWAI responsible.

Date: _____ Signature of Authorized Signatory

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account No. _____ with our branch and the bank particulars mentioned above are correct.

Date: _____ Authorized Signatory

Authorization

No. _____

Name: _____

Official Seal/Stamp

PART – V
(FINANCIAL BID)

Bill of Quantities

Name of work: - Sweeping, mopping, cleaning and maintenance of horticulture in National Inland Navigation Institute (NINI), Gaighat, Patna during November 2017 to March 2018.

Item no.	Description of item	Qty.	Unit	Rate Per Month (In Rs.)	Amount (in Rs.)
I. Cleaning , Mopping & Sweeping					
1.	<p>Cleaning and moping of all types of floor and wall including Mosaic tile/Granite Tile / Ceramic tile, carpets etc in office space first with brooms and then mopped with dipped in approved quality disinfectant (Phenyl) etc including collection of dust, garbage, rubbish etc. from all the Administrative Building, MSC, Hostel rooms/toilets, Kitchen etc. and disposing off the same at nearest dustbin provided by Patna Civic Authorities. Up keeping and cleaning of all common areas including internal passages/lobbies, reception lobby, corridors, staircases area etc. Up keeping and cleaning of all wall panels, glass partitions, doors, windows etc. of the building (inside & outside both) with approved quality cleaning liquids like Colin or equivalent etc. Cleaning of open ground areas, sentry post, lawn, parking space and road etc. Up keeping and cleaning of toilet floors, wall tiles, washbasins, WC pans, Urinal pans, all CP fittings etc. with vim/surf/cleanzo. Providing liquid soap, Air-freshener like Odonil or equivalent, naphthalene balls in basin, toilet paper rolls in sufficient quantity at all times Cleaning of toilet fittings such as washbasins, WC pans, Urinal pans with toilet bowl cleaner like Harpic or equivalent of approved quality at least twice a day and also as and when required Up keeping and Cleaning of urinals lines and WC pans lines with diluted acid of approved quality once in a week and as when required. Cleaning of all type of office furniture including tables, chairs, almirah, and filling cabinets office equipment with dry dusters and wet dusters wherever required so as to keep them dust free [As per detail of work and area of NINI (Annexure- A) & As per Duration of work and daily completion time (Annex-B). Minimum numbers of persons employed in should not be less than Five. At any point of time during cleaning hours one responsible person of the contractor should be available in premises. The contractor should ensure that the work is supervised daily and reported to officer-incharge.</p>				

	Labour Charges including supervision charges and others. This should include all types of labour charges as required to complete the work Including material charges, supply supervision & cleaning as indicated at Annex -A during November 2017 to March 2018.	5	Per month		
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II. Horticulture					
2.	<p>To maintain the following item from November 2017 to March 2018</p> <p>(i) All the trees, plants, shrubs, flowers and lawn as exist and plantation work to develop in new lawn including supply of soil improvement nutrient, manure, chemical/pesticides etc. as and when required.</p> <p>(ii) Regular watering of grass, lawn, trees, plants, flowers shrubs etc. and hoeing and weeding in and around them, maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places.</p> <p>(iii) Spraying of insecticides and fungicides application/spreading of chemicals and manure as and when required/advised</p> <p>(iv) Replacement of dead plant with new one as per direction of EIC or his representative.</p> <p>(v) Seasonal plants/flowers to be developed as and when required at the lawn as per direction of EIC or his representative.</p> <p>(vi) Maintain, develop section-1 grasses and rolling the same time to time as and when required.</p> <p>(vii) Minimum no. of person employed should not be less than 2 (Two)</p>	5	Per month		

Amount in words:

Note:

1. The rates quoted at (a) above should include all taxes and the statutory charges payable by the contractor like ESI & EPF, TDS, Profit for service provider etc. excluding GST.