

**TENDER DOCUMENT
FOR
OUTSOURCING OF SERVICES IN
RESPECT OF OPERATION &
MAINTENANCE OF NAVIGATION LOCK
AT FARAKKA**



**TENDER NO: - IWAI/KOL/MM/32/Vol.II/2020-
21/Existnav.lockmanning/01**

**भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
Inland Waterways Authority of India
पत्तन, पोत परिवहन और जलमार्ग मन्त्रालय,
भारत सरकार**

**Ministry of Ports, Shipping and
Waterways, Govt. of India**

Head Office: - A-13, Sector-1, Noida – 201301, U.P.

Issuing Office: - P-78, Garden Reach Road, Kolkata – 700 043

Tel:033-2439039, Fax No.: 033-24395577

Email- dirkol@iwai.gov.in, iwaical@yahoo.com; Website: www.iwai.nic.in

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DISCLAIMER

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this Tender document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this tender document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the services and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the tender document / amended Tender document will be made available on the e-procurement portal & website of IWAI.

SECTION - I: NOTICE INVITING E-TENDER

NOTICE INVITING TENDER (NIT)
(for publication in News Paper)



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA
पत्तन, पोत परिवहन और जलमार्ग मन्त्रालय, भारत सरकार
MINISTRY OF PORTS, SHIPPING & WATERWAYS, GOVT. OF INDIA
P-78, GARDEN REACH ROAD, KOLKATA – 700043
Email address of Issuing Officer: dirkol.iwai@nic.in

Tender no: IWAI/KOL/MM/32/Vol.II/2020-21/Existnav.lockmanning/01

IWAI invites e-tender for “Outsourcing of services in respect of Operation & maintenance of navigational lock at Farakka”. Details are following: Estimated cost ₹49,54,807.00 (Excluding GST), EMD- ₹ 99,097.00 date of downloading of e-tender from 27.04.2022 to 12.05.2022 last date for submission of e-tender on 12.05.2022 up to 1500 hrs., Date of Opening 13.05.2022 at 1530 hrs. for details please visit to IWAI website www.iwai.nic.in and CPP Portal <https://eprocure.gov.in/eprocure/app>

Director



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA
पत्तन, पोत परिवहन और जलमार्ग मन्त्रालय, भारत सरकार
MINISTRY OF PORTS, SHIPPING & WATERWAYS, GOVT. OF INDIA

ISSUING OFFICE: - P-78, Garden Reach Road, Kolkata – 700 043
Tel:033-2439039, Fax No.: 033-24395577
Email- dirkol@iwai.gov.in, iwaical@yahoo.com
Website: www.iwai.nic.in

NOTICE INVITING E-TENDER

TENDER NO - IWAI/KOL/MM/32/Vol.II/2020-21/Existnav.lockmanning/01

1. IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experience reputed manpower supply agencies for the work of **“Outsourcing of services in respect of Operation & Maintenance of Navigation Lock at Farakka”**. The Bid will be placed online at [https://eprocure.gov.in/eprocure /app](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.
2. Estimated Cost of the work, EMD requirement are as follows: -

Sl. No.	Description of works	Estimated Cost (in ₹) excluding GST	EMD (in ₹)	Tender Cost (in ₹)	Solvency required (in ₹)
1	Outsourcing of services in respect of Operation & Maintenance of Navigation Lock at Farakka	49,54,807/-	99,096/-	5,900/-	19,81,923/-

3. **Critical Date Sheet:**-Interested parties may download the Tender document online from the website <https://eprocure.gov.in/eprocure/app> and IWAI's website “www.iwai.nic.in” and have to pay ₹ 5900 (Rupees five thousand nine hundred only) as the cost of Bid document through online mode to “IWAI FUND” KOLKATA as per account details given in the tender document. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the tender cost on submission of documents to the extent as per the Government of India rules.

Document Download Start Date	27.04.2022
Bid Submission Last Date	12.05.2022 at 15:00 hrs
Pre-bid queries last date	NIL
Technical Bid Opening Date	13.05.2022 at 15:30 hrs

4. Bids shall be submitted online only at CPPP website https://eprocure.gov.in/eprocure/app_Manual bids/offline bids shall not be accepted and liable to be rejected.
5. The tenderer shall have to meet the following pre-qualification criteria:
- The tenderer shall be registered with the concerned department (Dept. of labor, EPF, ESI, etc.) and having registration certificate with GST and the scan copy of the same may be submitted by the tender along with online bid.
 - Average annual financial turnover during last three years ending 31st March of the previous year, should be at least 30% of the estimated cost.
 - Experience of having successfully completed similar works/supply of manpower for works for O&M of water retaining hydro-mechanical structures or water related or river related similar nature of O&M works or similar kind of O&M contract during last 7 (Seven) years from bid submission last date should be either of following:
 - Three similar works completed not less than 40% of the estimated cost; or
 - Two similar works completed not less than 60% of the estimated cost; or
 - One similar work completed not less than 80% of the estimated cost
 - The Bidder should have minimum experience of at least 3 years as on Bid Submission last date in providing satisfactory technical manpower services to Central & State Ministries /Departments, Statutory Bodies or reputed Public/private Sector Undertakings and Banks. The Bidder shall submit copies of Client Contracts & Good Performance Completion Certificates or any other relevant document proving the completion of the services, issued by their authorized signatories. The completion certificate, awarded by the client on its letter head should have a mention of start date & date of completion of assignment along with contract value, type & number of technical manpower provided.
 - The Bidder should have experience of supplying at least 15 (fifteen) qualified Manpower to a single client organization against any single work order. The Bidder shall submit copies of relevant supporting documents such as Appointment Letters / Employment Contracts / Salary Slips / Client Contracts etc for the above manpower supply showing the number of employees under different categories.
 - Permanent Account Number (PAN) issued by Income Tax Department.

- vii. Audited balance sheets along with turnover, profit and loss account for the last 3 years.
- viii. Registration No. of the Bidder must be submitted along with the documents.
- a. Latest certificate of solvency (note more than six months old) from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value indicated in below table.
- b. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
- ix. Also, they must submit an undertaking of submitting the Labor License within 21 days of the award of the work.
- x. **EARNEST MONEY DEPOSIT (EMD):-**

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

Account Name	IWAI FUND	Account No.	31661496517
Bank Details	State Bank of India, 73, BNR South Colony, Garden Reach Road, Kolkata, 700043	IFSC Code	SBIN0001402
		MICR Code	700002126

- a. Bids submitted without the requisite EMD shall be rejected as non-responsive.
- b. No interest shall be payable by the Employer for the sum deposited as earnest money deposit. The scan copy of RTGS 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 receipts are not enclosed along with the e-bid, the bid is liable for rejection.
- c. The EMD of technically disqualified bidders would be returned within fifteen days of opening of Price bid.
- d. The Earnest Money of the successful Bidder submitted in the form of RTGS retained as part of the SD, the balance SD may be submitted in Bank or as Bank Guarantee.
- e. Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed in each page for agreeing the same. 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.

xi. COST OF TENDER DOCUMENT

The cost of tender document should be submitted before closing date and time of submission of bid through RTGS as per the following account details:-

Account Name	IWAI FUND	Account No.	31661496517
Bank Details	State Bank of India,	IFSC Code	SBIN0001402
	73, BNR South Colony, Garden Reach Road, Kolkata, 700043	MICR Code	700002126

Bid without tender cost will be treated as non-responsive and shall be rejected. All Bidders are required to pay the cost of Tender Document as mentioned above through RTGS. The cost of Tender Document is Non-Refundable.

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.

xii. FOR SPECIAL ATTENTION

- a. All bidders are cautioned that tenders containing any deviation whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive. The tender shall have to be submit bid online in two bid formats, the first part i.e. "Technical bid" should contain the scanned copy of entire tender document duly signed in all places, details of technical manpower and earnest money deposit only but not the price bid. Second part i.e. "Financial bid" shall contain only the rates of the item of work as in schedule. This price bid (BOQ for the work of supply/deployment of technical manpower) as per format provided along with this tender (XXL OR PDF). The bid shall be submitted in online separate covers super scribing as "technical bid" and "financial bid".
- b. It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in the table under "Form Fin- 3: Details of Cost" to the deployment of technical manpower on outsource basis every moth and submit the proof. The bidder therefor has to quote in the BOQ only their service charges as a percentage of the estimated coast mention in NIT (para-2) above.
- c. Since at present TDS is deducted at the rate of 2% of bill value quotations of administrative /service charge less than or equal the TDS would be treated as unresponsive and will not be considered.

xiii. **OPENING OF TENDERS & EVALUATION**

- a. Tenders shall be opened online by the tender evaluation committee at Inland Waterways Authority of India (IWAI), Kolkata at 15:30 hrs on 13.05.2022 in the presence of representative of the bidders who choose to remain present.
- b. After the online opening of the tenders, the first part i.e. Technical bid shall be evaluated by the Tender Evaluation Committee (TEC) as constituted by the Authority. The second part i.e. Price bid will be opened online by the same TEC only for those bidders who become technically qualified after the evaluation of technical bid on a suitable date.
- c. The tender shall be evaluated on the basis of only document submitted by the bidder online and no documents shall be considered from manual bids/offline bids.

xiv. **TENDER VALIDITY PERIOD**

The tender shall remain valid for a period not less than 120 days from bid submission date. Tenderer must read "Information & Instruction for Tenders" and be satisfied himself in respect to scope and the situation of works or any issue as related to the work as considered necessary before the submission of the tenders.

- xv. The authority shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any other offer.
- xvi. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

xvii. **CLARIFICATIONS:**

Clarification/Query if any on the Tender document shall be obtained from the following address to tender issuing authority –

The Director,

Inland Waterways Authority of India,

P-78, Garden Reach Road, Kolkata – 700 043

Tel:033-2439039, Fax No.: 033-24395577

Mail id- dirkol@iwai.gov.in, iwaical@yahoo.com

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION II: INSTRUCTION TO BIDDERS (ITB)

1. Background
 - 1.1 Inland Waterways Authority of India (IWAI) is an autonomous body of the Ministry of Shipping, Government of India (GoI). IWAI was setup in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) in the country. Presently, there are 111 declared NWs in the country.
 - 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland vessels operating on dependable rights of way, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.
2. Introduction
 - 2.1 The Employer will select a Company / Firm (the "Contractor") in accordance with the method of selection specified in Clause 15 & Clause - 16 under Section – II: ITB.
 - 2.2 The name of the Assignment / Job has been mentioned in Section - III: Bid Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference (ToR).
 - 2.3 The date, time and address for submission of the Bids have been given in Section – III: Bid Data Sheet.
 - 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.
 - 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.
3. Bidder Eligibility Criteria
 - 3.1 The Bidders shall meet the following pre-qualification criteria:

Bidder should be one among the renowned organizations those are Private entities, Government entities or any combination of such entities in the form of JV / Consortium under an existing agreement or with the intent to enter into such agreement supported by a Letter of Intent. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.

- 3.2 The Bidder shall meet the Qualification criteria of executing **“Similar Works”** of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a client certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in clause 3.2 above is mandatory to qualify.
- 3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditor(s).
- 3.5 Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in Form 4A, Section IV.
- 3.6 The similar works experience of parent company / subsidiary / sister Company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid.
- 3.7 The Bidder shall submit an undertaking of submitting the Labour License (i.e. registration under Contract Labour (Regulation & Abolition) Act 1970) within 21 days of issuance of Letter of Acceptance (LOA). Further, the Bidder shall also submit an undertaking to the extent that the employees are paid not less than the remuneration notified under this contract.
- 3.8 The Bidder must be registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State

Insurance Act (ESI). The Bidder shall submit copies of EPF & ESI certificate

3.9 The Bidder shall also indicate the following:

3.9.1 The Bidder shall have adequate resources for successful execution of the services and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for a minimum amount as indicated in Section - III: Bid Data Sheet.

3.9.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Pre-Bid Queries

4.1 The Bidders may put forth their pre-bid queries in the format prescribed in Form 4G, Section IV. In wake of Covid-19, any queries or clarification (in the format as prescribed in form 4G) will be received up to 27.04.2022 via email instead of meeting. All the queries of bidders will be replied by authority via e-mail.

5. Clarifications and Addendum

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

5.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment, which would be published on the website of IWAI and e-procurement portal.

5.3 At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be made available on <https://eprocure.gov.in/eprocure/appand> & on IWAI's website "www.iwai.nic.in". All Bidders participating in the Bid

shall be deemed to have kept them informed and updated about each such amendment / clarification, which is posted on the above website from time to time. The bidders shall acknowledge receipt of all amendments. To give reasonable time to the bidders to consider an amendment, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. Declaration on the issue has been built-up in Form 4G, Section IV.

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

6.1 Earnest Money Deposit (EMD)

- 6.1.1 All Bidders shall furnish EMD of the amount as mentioned in Section III: Bid Data Sheet. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India notifications in this regard. In case of a JV / Consortium, the Lead Member shall furnish the EMD. Further, also refer clause 6.9.11 of ITB below.

EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

i.) Name of Bank Account:	- IWAI FUND
ii.) Bank Name and Address:	- State Bank of India, 73, BNR South Colony, Garden Reach Road, Kolkata.
iii.) Bank Account Number:	- 31661496517
iv.) IFSC Code:	- SBIN0001402

- 6.1.3 Bids not accompanied by EMD shall be rejected as non- responsive.

6.1.4 No interest shall be payable by the Employer for the sum deposited as EMD.

6.1.5 The EMD of those Bidders whose Financial Bids have been opened but are not selected as "Successful Bidder" would be returned within seven days of issuance of LOA to the successful Bidder.

6.1.6 The EMD of Bidders who have not qualified for opening of Price Bids in terms of clause 3 & 16 of ITB would be returned within seven days of opening of Price bid.

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

- (i) If Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) If the lowest Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is liable to be forfeited.
- (iv) In case the Bidder, submits false certificate in terms of any documents supported to this Tender.
- (v) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of LOA.
- (vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
- (vii) If the Bidder fails to furnish the Performance Bank Guarantee in accordance with Conditions of Contract.
- (viii) In case of a Bidder revoking or withdrawing his Tender or varying any terms of the Bid without the consent of the Employer in writing.
- (ix) In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the Bidder shall not be allowed to participate in the retendering process of the work

6.2 Cost of Tender Document / Tender Fee

All Bidders are required to pay the cost of Tender Document as mentioned in Section III: Bid Data Sheet, through RTGS. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India notifications in this regard. Further, also refer Clause 6.9.11 of ITB below for JV / Consortium. The cost of Tender Document is Non-Refundable.

6.3 Bank Solvency

All Bidders shall submit Bank Solvency certificate from a nationalized / scheduled bank in India for a minimum amount

as mentioned in Section - III: Bid Data Sheet. In case of a JV / Consortium, the bank solvency certificate should be in the name of the Lead Member.

The bank solvency certificate submitted by the Bidder shall not be older than six (06) month from the Bid Submission Last Date. In case Bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.

6.4 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST and all other relevant taxes shall be paid as per existing rules and regulations at the time of payment.

6.5 Currency

Bidders shall express the price of their Assignment / job in Indian Rupees (INR).

6.6 Language

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

6.7 Bid Validity

Section - III: Bid Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Key Personnel nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise, the Employer may

request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Key Personnel proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 Number of Bids

A Bidder can submit one bid only either as a single entity or in the form of a JV / Consortium. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

6.9 Bids by Joint Venture (JV) / Consortium

6.9.1 The Joint Venture / Consortium can be entered between two or more firms and limited to maximum three firms.

6.9.2 The Lead Member should have highest share of participation in a JV / Consortium.

6.9.3 In case the bidder is a JV / Consortium of two members, then the minimum share of the 2nd member shall be 25%. In case the bidder is JV / Consortium of three members, then the minimum share of 2nd and 3rd member shall be 15% each, with total share of all the JV / Consortium members being 100%.

6.9.4 There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them (as per the format in Form 4J of Section IV). The Bidder has to submit either of the following:

6.9.4.1 A copy of the existing Joint Venture Agreement (if any) in accordance with requirements mentioned in this Tender Document

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6.9.4.2 A documentary proof of "intent of forming JV / Consortium as per Joint Bidding Agreement" on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act at the time of submission of bid. The members of JV / Consortium shall incorporate a Company and register the same under the provisions of Companies Act, 2013, to execute the Project, if awarded to the JV / Consortium.

The Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:-

Name of the JV / Consortium independent from the name of
JV / Consortium
Partners

- Name of the Lead Partner

- Clearly mentioned percentage share of JV / Consortium members adhering to Clause 6.9.3 mentioned above.

- All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

6.9.5 Lead partner's authorization shall be evidenced by submitting a Power of Attorney, duly notarized, signed by the legally authorized signatories of all the partners / members of JV / Consortium.

6.9.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the JV / Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the Lead Partner.

6.9.7 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture / Consortium. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Lead Partner, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Contractor and the Employer will take action under the Conditions of Contract.

6.9.8 Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub-clause 6.9.7 above, all the partners of the JV /

Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.

6.9.9 The bid submitted shall contain all relevant information for each member of JV / Consortium as per the requirement stipulated under clause 10.1 of ITB.

6.9.10 Lead member should have stake in the JV / Consortium as stipulated in Clause 6.9.3 above and it should clarify the proposed responsibilities as per the format given in Section IV:Form 4J. However, the JV / Consortium members together shall meet the overall qualification criteria stipulated in Clause 16.1 of ITB.

6.9.11 In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.

6.9.12 In case of award of work to a JV / Consortium, all the members of the JV / Consortium shall sign the contract agreement.

7. Conflict of Interest

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

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

- (a) Conflicting Activities: A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than design and build assignment / job for a project shall be disqualified from providing design and build assignment/job related to those goods, works or assignments / jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than design and build assignment/job resulting from or directly related to the firm's design and build assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than design and build assignment/job are defined as those leading

to a measurable physical output; for example, surveys, exploratory drilling, aerial photography, satellite imagery etc.

- (b) Conflicting assignment/ job: A Contractor {including its Personnel and Sub-Contractor(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Contractor to be executed for the same or for another Employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
- (c) Conflicting Relationships: A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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

7.4 No agency or current employees of the Employer shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the contractor himself or any of his employees or representatives are found to be persons / person who have held Class I post under IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as contractor, 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 this clause, IWAI 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 IWAI on account of such termination

without prejudice to IWAI's right to proceed against such officer.

8. Acknowledgement by Bidders

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

- 8.1 Made a complete and careful examination of this Tender;
- 8.2 Received all relevant information from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in terms of Clause 5.2 & 5.3 above;
- 8.5 Acknowledged that it does not have a Conflict of Interest; and
- 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9. Guidelines for e- submission of the Bids

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

9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering

9.3 Bidder should enroll in the e-Procurement site <https://eprocure.gov.in/eprocure/app> using the option available "Enroll Here" on the home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.

9.4 Bidders need to login to the site through their user ID / password chosen during enrolment / registration.

9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY / TCS / node / e-Mudra or any Certifying Employer recognized by CCA India on e-Token / Smart Card, should be registered.

9.6 The Bidder should only use the registered DSC and should ensure safety of the same.

9.7 Bidder may go through the Tenders published on the site and download the required Tender documents / schedules in which the Bidder is interested.

- 9.8 After downloading / getting the Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If the Bidder wish to seek any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Bid Data Sheet. The Bidder should also take into account the addenda / corrigenda published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id / password chosen during enrolment / registration and then by giving the password of the e-Token / Smart card to access DSC.
- 9.11 Bidder will then select the tender which he / she is interested in by using the search option & then moves it to the '*my favorites*' folder.
- 9.12 From the favorite's folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the Bidder has read all the terms and conditions before submitting his / her offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in general PDF / xls / rar / jpg formats. If there are more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Bid Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "*My Space*" option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee and EMD for the amount as specified in Section – III: Bid Data Sheet. The original payment instruments should be posted / couriered / given in person so as to reach to the Employer on or before bid closing date & time. Scanned copy of the instruments for both these payments should be uploaded as part of the offer.

- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee and EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to scan 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 Tender document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender Document.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content as enumerated in clause 10 below.
- 9.22 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.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure that the Bid documents submitted are free from virus. If the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side and displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The

Bidders should follow these time settings during Bid submission.

- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms & Conditions contained therein should be addressed to the TIA for a Tender or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10. Submission of
Bids

- (i) The Hard Copy of original Power of Attorney (POA) and payment instruments in respect of Tender Fee & EMD, must be delivered to the office of authorized representative of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.
- (ii) Online Bids submitted without hard copies of original POA and payment instruments towards Tender Fee & EMD shall automatically become ineligible and shall not be considered for opening of bids.
- (iii) In case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence in support of the claim must be delivered to the office of authorized representative of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.
- (iv) The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.

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

10.1 Cover – I: Technical Bid

10.1.1 Part – I

- a. Proof of Tender Fee as specified in Section – III: Bid Data sheet or claim of exemption with supporting documents.
- b. Proof of EMD as specified in Section – III: Bid Data Sheet or claim of exemption with supporting documents
- c. Proof of Bank Solvency for the minimum amount as specified in Section – III: Bid Data Sheet
- d. Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex – VI in Section IX
- e. Letter of Bid (Section IV: Form - 4A)
- f. Signed declaration by the Bidders (Section IV: Form – 4E)
- g. Statement of Legal Capacity by the Bidders (Section IV: Form – 4H)
- h. Power of Attorney for the authorized person of the bidder as per Section IV: Form - 4D. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving license / Voter's ID etc.) of the authorized representative.
- i. Power of Attorney for Lead Member of the JV / Consortium as per Section IV: Form 4I
- j. Joint Bidding Agreement as per Section IV: Form 4J
- k. Bidder information Sheet as per Section IV: Form 4F
- l. Composition / Ownership / Shareholding pattern of the organization
- m. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / Memorandum of Association of the Company.
- n. Registration / incorporation certificate of the Company.

o. No. of manpower on roll(with latest esic/epf challan copy as proof).

p. Original tender document with details pre-bid queries and all addenda & corrigenda issued till last date of bid submission date duly stamped and signed by the authorized signatory of the bidder.

Note:

- i. 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 case 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.
- ii. If any of the above documents are not applicable for any firm type such as partnership/proprietorship, an undertaking on the firm letter head shall be submitted stating that the above documents are not applicable to them.

10.1.2 Part – II

- a. Annual Report / Audited Balance Sheets, for the last three financial years ending 31st March of the previous financial year.
- b. GST Registration certificate
- c. Income Tax Return (ITR) filed by the Company for the last three financial years
- d. PAN card of the Company
- e. Section IV: Form - 4C for Average Annual Turnover
- f. Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex - IV & V in Section IX.

10.1.3 Part – III

Complete Company Profile including the following details:

- a. Background of the organization

- b. Client completion certificate on client letter head for Similar Woks executed by the Bidder in the last seven years. The submitted certificates shall comply with the conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Section IV: Form - 4B.
- c. List of LitigationHistory
- d. EPF & ESI Certificates
- e. Undertaking in regard to clause 3.7 of Section II: ITB

It may be noted that the Technical Bid shall not contain any reference to the fee.

All the submissions enumerated under Part I & II shall be submitted by all the JV / Consortium Partners separately wherever applicable.

10.2 Cover - II: Financial Bid

Financial Bid in excel format (BoQ_Navlock O&M) provided along with this Tender as Form Fin – 1,2,3 of Section V shall be used for quoting prices / offer.

- (i) This will contain fixed fee to be charged for completing the services.
- (ii) While working out the price, following points should be noted:
 - a. All duties, taxes, royalties and other levies payable by the Bidder for executing the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be paid as per existing rules and regulations at the time of payment. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment. Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount, against submission of proof of change in Tax on work done amount. However, this would be entertained only if the Bidder has submitted its breakup with effective weightage, otherwise it would be presumed that the Bidder would absorb the same in his quote.
 - b. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 The total duration of the services shall be as specified in Section – III: Bid Data Sheet.

11. Extension of Bid Submission Date

- 11.1 The Employer may extend the date of submission of bids by issuing an addendum / corrigendum and uploading the same on Employer's website and e-procurement portal.

12. Late Proposals
- 12.1 Online proposals received by the Employer after the specified bid submission date & time or any extension thereof, pursuant to Clause – 11 above, shall not be considered for evaluation and shall be summarily rejected.
13. Liability of the Employer
- 13.1 The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The Employer shall not be liable for failure of online submission of bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under Clause - 9 of ITB, has been read and understood by the bidder. The submission of hard copy is not a mandatory requirement. However, if the Bidder submits hard copy of the bid, it shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.
14. Modification / Substitution / Withdrawal of Bids
- 14.1 The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission. No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.
15. Bid Opening and Evaluation Process
- 15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.
- 15.3 Online Bid opening shall be carried out in two stages. Firstly,
- 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Bid Data Sheet.
- 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause - 14 above shall not be opened.

- 15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR and by applying the eligibility & evaluation criteria, sub-criteria specified in Clause – 3 & 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in Clause - 3 and Clause - 16 of ITB. Only responsive Proposals shall be further taken up for evaluation.
- 15.4.1 A Bid shall be considered responsive only if:
- a. It is received by the Bid submission date and time including any extension thereof, pursuant to Clause – 11 above;
 - b. It is accompanied by the EMD & Tender Fee as specified in Clause 6.1 & 6.2 above;
 - c. It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal);
 - d. It does not contain any condition or qualification or suggestion; and
 - e. It fulfils the eligibility & qualification criteria stipulated in Clause 3 and Clause 16.1 of ITB.
- 15.5 After ascertaining the responsiveness of the bid, evaluation of each responsive Bid will be done as per clause 16.2 below. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.
- 15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7 At the time of the online opening of the 'Financial Bids', the names of the technically qualified Bidders along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

16. Qualification Criteria & Bid Evaluation

16.1 Minimum Qualification Criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.2 of ITB. Not satisfying any of the qualification criteria shall render the bid non-responsive and financial bids of such bidders shall not be opened.

16.1.1 Qualification Criteria for Works

The Bidder should have successfully completed “Similar Works” in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a. 3 similar completed services each costing not less than the amount equal to 40% of the estimated cost put to this tender, or
- b. 2 similar completed services each costing not less than the amount equal to 60% of the estimated cost put to this tender, or
- c. 1 similar completed service costing not less than the amount equal to 80% of the estimated cost put to this tender

Note: The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits. For this purpose, “Similar Works” has been defined in Section III: Bid Data Sheet.

In the event of a Joint Venture, following are the requirements:

- a) All Parties combined shall together meet the technical eligibility as well as financial eligibility requirement.
- b) The value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.

16.1.2 Qualification Criteria for Average Annual Turnover for last three (03) financial years

At least 30% of the estimated cost of this work to qualify for this work.

In the event of a JV / Consortium, all parties combined shall together meet the Qualification requirement of Average Annual Turnover.

16.1.3 The minimum qualification, essential/desirable experience for each personnel to be engaged on out sourced basis shall be as defined in clause Point 4.C of Section – VI Terms of Reference (ToR).

16.1.4 In case a bidder fails to meet the eligibility, criteria stipulated in Clause 3 of ITB along with above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.

16.2 Bid Evaluation

16.2.1 The Bids shall be evaluated based on the eligibility & qualification criteria mentioned in Clause 3 & 16 of ITB. In case a bidder fails to meet the above-mentioned eligibility & qualification criteria, their bids shall be treated as non-responsive and financial bids of such bidders shall not be opened. 16.2.2 The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of clause 3 & 16 of ITB would be as stipulated in Section III: Bid Data Sheet.

16.2.3 Technical Evaluation

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

Financial Evaluation & Final Evaluation

Price Bids of only those bidders who obtain the minimum qualification marks prescribed above will be opened and evaluated for final award of the Tender. The work will be awarded to the bidder who quotes the lowest amount as per the financial bid format. However, in case of two or more bidders quoting the lowest amount (same) the bidder who is ranked higher in the technical bid evaluation amongst them will be awarded the work.

16.2.4 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the tender document without material deviation or reservation. A material deviation or reservation is one:

- a. that affects in any substantial way the scope, quality, or performance of the Works;
- b. that limits in any substantial way, inconsistent with the tender document, the Employer's rights or the bidder's obligations under the contract; or
- c. whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of Section V of tender document.

16.2.5 The estimated effect of price adjustment (if any) provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

16.2.6 The services will be awarded to the Bidder as per procedure mentioned below:-

- The Employer shall issue a Letter of Award to the selected Bidder.
It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- The Consultant/Agency will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Tender Document, within 15 days of issuance of the Letter of Intent.
- The Consultant / Agency is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

17. Award of
Contract

- 17.1 The Employer shall issue a LOA to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 17.2 The Contractor will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of performance bank guarantee, within 21 days of issuance of the LOA.
- 17.3 The Contractor is expected to commence the Assignment / job at the location specified in Section III: Bid Data Sheet.

SECTION - III: BID DATA SHEET

SECTION III: BID DATA SHEET

Reference	Particulars	Description
ITB 2.1	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
ITB 2.1	Method of Selection	Least Cost System (LCS) selection method
ITB 2.2	Name of the Assignment / Job	"Outsourcing of services in respect of Operation & Maintenance of Navigation Lock at Farakka"
ITB 2.3	a) Start Date for submission of Bid and b) Address for submission of hard copy of POA & payment Instruments if applicable (Tender Fee & EMD)	Date: 27.04.2022 Submission: Online submission Address: The Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata – 700 043
ITB 4	Pre-Bid queries last date	NIL
ITB 5.1	Last date for seeking clarifications	NIL
-	Estimated cost of this work	₹ 49,54,807/- (excluding GST)
ITB 6.1	EMD	99,096/-
ITB 6.2	Tender Fee	₹ 5900/- Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account: i. Name of Bank Account: IWAI Fund ii. Bank Name and Address: State Bank of India, 73, BNR South Colony, Garden Reach Road, Kolkata iii. Bank Account number: 31661496517 iv. IFSC: SBIN0001402
ITB 6.3	Minimum Bank Solvency	40% of the estimated cost of this work i.e. ₹.19,81,923/-
ITB 6.7	Bid Validity	120 days after last date of Bid Submission
ITB 3.2 & ITB 16.1	Similar Works	" Similar Works " means supply of manpower for works for O&M of water retaining hydro-mechanical structures or water related or river related similar nature of O&M works or similar kind of O&M contract
ITB 6.9	JV / Consortium	"Yes"

ITB 10.1	Authorized Representative	Name: Director, IWAI, Kolkata
ITB 10.3	Contract Duration	12 months from date of issue of work order.
ITB 15.3	Bid Opening Date	Date: 13.05.2022 Time : 15:30 hrs
ITB 16.2.3	Technical Evaluation	The points earmarked for evaluation of Technical Bids would be as follows: Please refer to Table No : ITB 16.2.2 for details of Technical Evaluation.
ITB 17.3	Location of Assignment	Existing Navigation Lock, Farakka
-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms / bidders will not be applicable.
-	Performance Guarantee	5% of the quoted amount in the form of irrevocable bank guarantee from nationalized/ scheduled bank/Security deposit.
-	Security Deposit	5% of the quoted amount in terms of the General Conditions of Contract.

16.2.2. Technical Evaluation Criteria

TABLE NO: 16.2.2

The Bidders will be screened at the first level on the basis of the minimum eligibility criteria as indicated in below.

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

Sl. No	Attributes	Max. Marks	Evaluation		Marks Secured
1	Number of years of experience of providing similar Technical Manpower Services	30	Up to 3 years	20	
			3 – 5 years	25	
			Above 5 years	30	
2.	Average Annual Turnover for financial years i. 2018-19 ii. 2019-20 iii. 2020-21	25	Between Rs.16- 25 Lakhs	5	
			Between Rs.25- 50 Lakhs	10	
			Between Rs. 50 Lakhs to Rs. 1.00 Crore	15	
			Between Rs.1.00 Crore to Rs.3.00 Crore	20	
			Above Rs.3.00 Crore	25	
3	Solvency Certificate	5	i) 80% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility or more In between (i) & (ii) – on pro-rata basis		
4	Experience in different organization for similar works on the basis of work done/ Work completion certificate only (Work order or execution of agreements shall not considered)	5	i. For 1 organization - 80% marks ii. For 2 to 3 Orgs. -90% marks. iii. More than 3 Orgs -100% marks.		
5	Number of Manpower on Rolls	25	Between 25-50	10	
			Between 50-100	15	
			Above 100	25	
6	All required document submitted as per tender.	10	Submission of all Required document		
	Total	100			

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

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM 4A: LETTER OF BID
(To be submitted on the letter head of the Bidder)

To,

.....(insert name of the authorized representative)
IWAI, P-78,
GARDEN REACH ROAD,
KOLKATA – 700 043.

Sub:(insert name of the work)

Dear Sir,

1. Having examined the information and instructions for submission of tender, General & Special Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ 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 works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am / are tendering for the works mentioned in the table below and submitting the EMD in the form of RTGS / NEFT / BG in favour of IWAI Fund payable at Noida from Nationalized / Scheduled bank of India as per the details given therein:

S. No.	RTGS / NEFT		Bank Guarantee		Total EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	Amount (INR)	Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)	
1					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of days (insert number of days of Bid Validity) from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Tender fee, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Tender fee absolutely otherwise the said EMD shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereto shall constitute a binding contract.
8. I/We also declare that the firm has not been debarred / blacklisted during the last three years. Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.
9. I/ We understand that IWAI is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature Name

.....

Designation

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

(Name and address of firm)

M/s Telephone

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

Email ID:

FORM 4B: ELIGIBLE PROJECTS

(To be submitted on the letter head of the Bidder)

Format for Responsiveness of Bid (Eligible Projects) Project Specific
Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]

“Similar Works¹” have been defined in Section III: Bid Data Sheet

S. No.	Client Name ² , Name of work & location of project	Contract Value in INR Financial ³ value of similar work satisfactorily completed	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work).	Remarks

Firm's Name :

Authorized Signature :

Notes:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year simple annually.

¹ Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

³ Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

FORM 4C: AVERAGE ANNUAL TURNOVER
(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)

Sl. No.	Financial Years	Annual Turnover in INR
1.	
2.	
3.	
4.	Total (1+2+3)	
5.	Average Annual Turnover	<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:.....

(Signature of the Statutory Auditor Seal of the Firm)

Note:

In case the Bidder does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.

FORM 4D: POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and duly notarised. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

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

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2020
For ...

(Signature, Name, Designation and Address)

Witnesses:

1.
2.

Accepted

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

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate*

FORM 4E: DECLARATION BY THE BIDDERS
(To be submitted on the letter head of the Bidder)

To

Date:.....

.....
(insert name of authorized representative),
INLAND WATERWAYS AUTHORITY OF INDIA,
P-78, GARDEN REACH ROAD,
KOLKATA – 700 043

Kind Attention:(insert name of authorized representative)

Sub: Declaration from the Bidder

Tender Reference No:.....

Dear Sir,

This is with reference to the above-mentioned Tender document. We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the Tender document downloaded from the website of IWAI and e-procurement portal.
2.	<input type="checkbox"/>	I / We have not been debarred / blacklisted during the last three years
3.	<input type="checkbox"/>	I / We accept the payment terms of Terms of Reference.
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this tender document.
5.	<input type="checkbox"/>	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
6.	<input type="checkbox"/>	I / We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine
7.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

Yours Faithfully

(Signature of the Bidder, with Official Seal) Note:

Please Tick the appropriate box in the above table.

FORM 4F: BIDDER INFORMATION SHEET
(To be submitted on the letter head of the Bidder)

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Note:

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

FORM 4G: FORMAT FOR PRE-BID QUERIES BY BIDDERS
(To be submitted on the letter head of the Bidder)

Name of Bidder: Date of
Submission:

Pre – Bid Queries

S. No.	Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender clause description	Query / Suggestion / Clarification sought
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

Yours Faithfully

(Signature of the Bidder, with Official Seal)

FORM 4H: STATEMENT OF LEGAL CAPACITY
(To be submitted on the letter head of the Bidder)

Ref. Date:

To,

.....(*insert name of the authorized representative*)

Inland Waterways Authority of India
P-78, GARDEN REACH ROAD,
KOLKATA – 700 043

Dear Sir,

We hereby confirm that we / our members in the JV / Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that (*insert member's name*) will act as the Lead Member of our JV / Consortium.*

We have agreed that (*insert individual's name*) will act as our representative / will act as the representative of the JV / Consortium on its behalf* and has been duly authorized to submit the tender document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions / representations of the Lead Member / Authorised Signatory shall be legally binding on the JV / Consortium.

Thanking you,

Yours faithfully,

(*Signature, name and designation of the authorized signatory*)

For and on behalf of.....

**Please strike out whichever is not applicable.*

FORM 41: POWER OF ATTORNEY FOR LEAD MEMBER OF JV / CONSORTIUM

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and duly notarized. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued)

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Bids from interested parties for the “ (insert name of the assignment) **herein after referred to as “The Work ”**”

and

Whereas,.....,and.....(collectiv ely the “JV / Consortium”) being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV / Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at, M/s. having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the JV / Consortium, as the Lead Member and true and lawful attorney of the JV / Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium’s Bid for the

“ The Work ”

Inland Waterways Authority of India
(Ministry of Shipping, Govt. of India)

Supply & Deployment of Technical Manpower

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF

..... 20**

For (Signature)

..... (Name & Title) For

..... (Signature)

..... (Name & Title) For

..... (Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the JV/ Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.

FORM 4J: JOINT BIDDING AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and duly notarized)

THIS JOINT BIDDING AGREEMENT in favor of*(insert name of the JV / Consortium)* is entered into on this the day of 20..

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**

WHEREAS,

- (A) Inland Waterways Authority of India (the “Authority”), has invited Bids (the “Bids”) by its Request for Bid dated (the “Tender Document” for “..... *(insert name of the assignment)*” (the “Work”)

- (B) The Parties have read and understood the Tender Document and are interested in jointly bidding for the Project as members of a JV / Consortium and in accordance with the terms and conditions of the Tender document and other Tender documents in respect of the Project, and
- (C) It is a necessary condition under the Tender document that the members of the JV / Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender document.

2. JV/Consortium

2.1 The Parties do hereby irrevocably constitute a JV / Consortium for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this JV / Consortium and not individually and/ or through any other JV / Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV / Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a wholly owned company under the provisions of Indian Companies Act, 2013, in whose subscribed and paid up capital, the selected Bidder i.e. the parties herein shall collectively hold 100% equity for a duration of three months beyond the contract period.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member of the JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV /

Consortium during the Bidding Process and until the signing of the contract for **“the Work”** when all the obligations shall become effective;

- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for **“the Work”**.
- (c) Parties shall jointly and severally Endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the Tender Document and such other Agreements / Contracts / Work Orders as may be executed from time to time between the Authority and the JV / Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document for **“the Work”**, till such time as prescribed therein.

6. Shareholding

- 6.1 The Lead Member of such selected Bidder (JV / Consortium) shall at all time during the contract period hold equity equivalent to% (as per clause 6.9.2 of ITB) of the subscribed and paid up capital incorporated by the parties to work as the Contractor. Further, other consortium members whose technical / financial eligibility shall have been used for the purpose of qualification under this Tender document shall hold% (as per clause 6.9.3 of ITB) equity respectively, in the subscribed and paid up capital during the contract period; Provided however that the Authority may in its sole and absolute discretion permit a JV / Consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Contractor.

- a. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for **“the Work”**.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to the Bid, and will not, to the best of its knowledge:
- (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and
- (e) Such Party has read and understood the Tender Document and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for **“the Work”** is achieved under and in accordance with the tender for **“the Work”** in case the Project is awarded to the JV / Consortium. However, in case the JV / Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

10. Proposed distribution of Responsibilities

All the parties of this Agreement hereby agree for the following shareholding percentage and technical & financial responsibilities towards fulfilling the objectives of this tender document and the work in spirit.

S. No.	Name of Member of JV	Percentage Share	Technical Responsibility	Financial Responsibility	Remarks
(i)	Lead Partner (Name & Address of Member – 1)				
(ii)	Member 2 (Name & Address of Member – 2)				
(iii)	Member 3 (Name & Address of Member – 3)				

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name) (Designation)

(Address)

For and on behalf of the LEAD MEMBER

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

For and on behalf of SECOND PART

(Name) (Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of THIRD PART

(Signature) (Name)

(Designation) (Address)

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *This Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney _____ has _____ been _____ executed.*

FORM 4K: CURRICULUM-VITAE (CV) OF KEY PERSONNEL & NON-KEY
RESOURCE (TO BE SUBMITTED DURING DEPLOYMENT)

1. Proposed Position/Designation :
2. Name of Firm : [Insert name of
firm proposing the staff]
3. Name of Staff: [Insert full name] :
4. Date of Birth :
5. Nationality :
6. Education :
[Indicate college/university and other specialized education of staff member, giving names of
institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian
equivalent to be indicated]:
7. Membership of Professional Associations :
8. Other Training :
9. Countries of Work Experience :
[List countries where staff has worked in the last ten years] :
10. Language Known :
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and
writing] :
11. Employment Record :
[Starting with present position, list in reverse order every employment held by staff
member since graduation, giving for each employment (see format here below): dates of
employment, name of employing organization, positions held.]
:
From [Year] : To [Year] :
Employer :
Positions held:.....
12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/Job] :
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks
Assigned:
[Among the Assignment/jobs in which the staff has been involved, indicate the following
information for those Assignment/jobs that best illustrate staff

capability to handle the tasks listed under Para 12.]

Name of Assignment/Job or project : Year

: Location : Employer

: Main project features : Positions held

: Activities performed : Period of
deployment :

14. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I also confirm my availability for the project.

I hereby declare that I have not given my consent to any other consultant besides
..... (name of bidder) to use my CV for the purpose of
bid submission for this project.

Date:.....

[Signature of staff member]

[Signature of authorized signatory of the

firm] Place:.....

[Full name of authorized representative]

FORM 4L: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including similar works	Value of contract	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion
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SECTION – V: FINANCIAL BIDS STANDARD FORMS

FORM FIN – 1: FINANCIAL BID SUBMISSION FORM

[Location, Date]

To:

[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the services for the Assignment / Job for [Insert title of Assignment/Job] in accordance with your notice inviting tender dated [Insert Date] and our Technical Bid.

The amount in the financial bid is inclusive of all types of taxes (such as Income tax, duties, fees, levies etc.) excluding Goods & Service Tax (GST), which shall be paid as per the provisions effective at the time of release of payments. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations (if any), up to expiration of the validity period of the Bid.

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

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

Form Fin – 2: Summary of Costs – BoQ

Tender Inviting Authority: DIRECTOR IWAI, KOLKATA

Name of Work:-Outsourcing of services in respect of Operation & maintenance of upstream navigational lock at Farakka

Contract No:

Name of the Bidder/ Bidding Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Supply and deployment of technical manpower in respect of O&M of Existing Navigation Lock at Farakka for 12 months.					
1.01	Engineer(Mechanical)	12.0	Man-month	60,000.00	7,20,000.00	INR Seven Lakh Twenty Thousand only
1.02	Junior Engineer(Electrical)	12.0	Man	40,000.00	4,80,000.00	INR Four Lakh Eighty Thousand only
1.03	Supervisor(Technical)	24.0	Man	25,000.00	6,00,000.00	INR Six Lakh only
1.04	Electrician cum Lock Operator	24.0	Man-month	22,000.00	5,28,000.00	INR Five Lakh Twenty Eight Thousand Only
1.05	Mechanic cum Lock Operator	24.0	Man-month	22,000.00	5,28,000.00	INR Five Lakh Twenty Eight Thousand Only
1.06	Helper	72.0	Man-month	20,174.00	14,52,528.00	INR Fourteen Lakh Fifty Two Thousand Five Hundred Twenty Eight Only
Total in Figures					43,08,528.00	INR Forty Three Lakh Eight Thousand Five Hundred Twenty Eight Only
Quoted Rate in Figures	The rate shall not be quoted more than +15%		Select		0.00	INR Zero Only

Quoted Rate in Words		INR Zero Only
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Note:

i. It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in the table under "Form Fin-3: Details of Cost" to the deployment of technical manpower on outsource basis every month and submit the proof. The bidder therefore has to quote in the BOQ only their service charges as a percentage of the estimated cost mention in NIT (para-2) above.

ii. Since at present TDS is deducted (at the rate of 1%/2% as applicable) of bill value, quotations of administrative /service charge less than or equal the TDS would be treated as unresponsive and will not be considered.

Authorized Signature

Name :
Designation :
Name of Firm :
Address :

Form Fin – 3 : Details of Costs-BoQ

1. Key Resources (as required)

Sl. No.	Designation	No. of Posts.	Minimum Salary / remuneration to be paid per Month per person (in Rs.)
1	Engineer(Mechanical)	1	60,000.00
2	Junior Engineer(Electrical)	1	40,000.00
3	Supervisor(Technical)	2	25,000.00
4	Electrician cum Lock Operator	2	22,000.00
5	Mechanic cum Lock Operator	2	22,000.00
6	Helper	6	20,174.00
Total		14	

Note:

1. All payments shall be made as per the Clause 5 of ToR and GCC Clause No - 32.
2. The above wages/remunerations are under review and may be revised during course of the work. The contractor will be bound to comply the instructions of EIC in this regard. Also, the contractor will be paid Contractor's profit and overheads as per their quote (in % of the total) of the same on the revised wages as per Form Fin – 2: Summary of Costs – BoQ.

Authorized Signature

Name :

.....

Designation :

.....

Name of Firm :

.....

Address :

.....

SECTION –VI: TERMS OF REFERENCE (ToR)

1. Introduction

Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways of the country primarily declared as National Waterways. In March, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways by the National Waterway Act, 2016.

2. Brief about Project

Inland Waterways Authority of India (IWAI) want to deploy the renowned Consultancy organizations those are private entities, Government entities or any combination of such entities in the form of JV/consortium under an existing agreement or with the intent to enter into such agreement supported by a Letter of Intent having proven competence, capacity and experience in sphere of Marine Infrastructure Industry, Port, Inland Water Transport (IWT) sector and experience in providing competent technical manpower for executing the intended works i.e Dredging Project Execution & Management, Bandalling and Hydrographic Survey, Marine Civil Construction, Development of Waterways, Port and Harbour Works and other allied activities.

LOCATION:

The Existing Navigation Lock is located in Farakka, District-Murshidabad of West Bengal and was constructed along with the Farakka Barrage to facilitate navigation. It connects the main Ganga river with the Feeder canal through lock channel. Earlier the lock was under Farakka Barrage Project, MoWR & GR and was being operated and maintained by them till 9th April'18 when the Existing Navigation Lock, Farakka along with its entire associated structure was transferred to IWAI, Ministry of Shipping. IWAI is also constructing a new navigation lock under World Bank aided flagship "Jal Marg Vikas Project" of Govt. of India. The project site is approachable from train or road from Kolkata.

DETAILS OF THE NAVIGATION LOCK:

Length of the Lock : 179.8 m

Width of the Lock : 25.14 m

DETAILS OF THE VARIOUS GATES AND MACHINERIES :

i. MITRE GATES:

Type of Gate : Mitre Gate

Size of Gate	:	15.354 m X 11.88 m X 1.3 m for U/s 15.5 m X 10.11 m X 1.3 m for D/s
Number of Gate	:	4 nos.
Type of Hoist	:	Electro-Mechanical Hoist (Rope-Winch type)
Operation	:	Local Control System
Arrangement	:	Local Control panel/ Manual operation

ii. RADIAL GATES:

Type of Gate	:	Radial Gate
Size of Gate	:	2.21m X 3.26 m
Angle	:	45.29 deg.
Number of Gate	:	4 nos.
Type of Hoist	:	Electro-Mechanical Hoist (Rope-Winch type)
Operation	:	Local Control System
Arrangement	:	Local Control panel/ Manual operation

iii. CAISSON GATES:

Type of Gate	:	Stop log for Mitre Gates
Size of Gate	:	26.05 m X 4.00 m X 9.09 m
Number of Gate	:	2 nos.
Status	:	Currently non-operational
Operation	:	By ballasting de-ballasting and towing by appropriate vessel
Arrangement	:	Local Control panel/ Manual operation

iv. BULK HEAD GATES:

Type of Gate	:	Stop log for Radial Gates
Size of Gate	:	4.138m X 2.5m X .322 m
Number of Gate	:	8 nos.
Type of Hoist	:	Manual-By Crane/Hydra/Chain-pulley

block

v. MOORING BITS / FLOATING BOLLARDS

Type : Floating type
Size : Length-2540 mm,Dia-1270 mm
Number of Gate : 8 nos.

3. OBJECTIVES:

Outsourcing of services in respect of Operation & Maintenance of Navigation Lock at Farakka

4. DETAILED SCOPE OF WORK AND VACANCIES:

- 1) The term of this O&M contract shall be for 12 months.
- 2) The contractor has to operate navigation lock to facilitate smooth crossing of the vessels across navigation lock ensuring smooth operation of the navigation lock in shifts as decided by EIC or his authorized representative and has to be vigilant while passing of vessels for safety and security of the navigation lock and all the related assets. The authority will intimate the contractor the details of the vessels which shall be allowed for crossing the navigation lock as per the application received in the local office and scrutiny of the same by the competent authority. The contractor has to commence operation within maximum 30 minutes after the intimation by the authority during the mentioned operation period.
- 3) This O&M contract includes all requirements that may be envisaged during the contract period of 12 months. The scope and responsibility has been defined hereunder with respect to activities and the work involved.
- 4) Mitre Gates, Radial Gates, Caisson Gates, Bulkhead Gates and the electro-mechanical hoisting system form the integral parts of gate structures or electro mechanical installation of the existing navigation lock at Farakka. This contract shall cover operation and routine maintenance of all these installation for safe crossing of the vessels through navigation lock as per the directives of the authority. The electro-mechanical installation shall be operated by the contractor under this contract. The operating personnel shall have to be available for operating the installation in shifts as decided by EIC or his authorized representative as per traffic.
- 5) The operation personnel i.e. engineers, electricians, mechanics, helpers shall be deployed and their wages and salary including of all statutory dues shall be paid by the contractor at par with approved rates as per agreement. The contractor shall deploy experienced and trained personnel who are completely familiar with their respective assignments. The

contractor shall be completely responsible for all actions and satisfactory performance of deployed personnel's.

- 6) The installation shall be inspected involving daily, weekly, monthly etc during routine maintenance as per schedule prepared in consultation with EIC or his authorized representative. Appropriate records shall be maintained accordingly and made available to the Engineer-in charge.
- 7) Based on daily and periodical inspections / checks of the equipment's, the contractor shall have to assess the maintenance and repair requirement, well in time before any possible risk to safety of the equipments and communicate the same to EIC or his authorized representative well in advance so that proper procurement process could be initiated for the same .
- 8) The authority will hand over the equipment, tools & tackles, machineries etc. which are available with department for O&M of Existing Navigation Lock at Farakka after joint inspection of same and signing of hand over takeover document listing all equipment, tools & tackles, machineries etc. and same has to returned in good condition to the department after completion of the contract period.
- 7) The department will provide all consumables such as Cutting Gas, Welding Electrodes, Grinding wheel, Drill Bits etc. required for routine and minor repair as required. The contractor has to maintain the daily consumption report of all these consumables and submit the same on monthly basis. The POL such as HSD, grease, gear oil, hydraulic oil, fasteners, paint etc. shall be issued by the department time to time for routine O&M for which detailed consumption report shall be maintained on daily basis and monthly basis. All the monthly reports of previous month as mentioned above shall be submitted to the office of the authority latest by 5th working day of next month. The authorized representative of EIC can inspect the available stock of POL as per daily consumption report at any time.
- 8) IWAI shall issue the mandatory spares available with the department to the contractor after the deployment of the O&M agency and all the unused spares out of the same has to be returned in good condition to the department after completion of the contract period.
- 9) The routine maintenance/minor repairing job to be done for the equipment shall be done as decided and instructed by EIC or his authorized representative
- 10) Any modification, replacement of parts or rectification of major defects shall be assessed and submitted with detailed report for review of the same by competent authority.
- 11) Based on daily inspection/ routine maintenance checks necessary works such as cleaning, tightening of bolts, repairing of welding, supplementing POL/ Grease (supplied by the department), rectifying defects in electrical connections, fuses etc. shall be carried out as and when such defects requiring routine maintenance works are observed. These shall be carried out and monthly report to the routine maintenance done will be submitted by the agency. All consumable including POL/Grease and spares needed for routine maintenance shall be supplied in required quantity by the department.

- 12) Whenever it is observed, as a result of inspection / check, that any part of the equipment is damaged to the extent that it needs to be replaced to ensure smooth operation and avoid deterioration or further damage to the equipment then a report to this effect explaining the necessity and importance will be submitted by the contractor to the authority so that same may be attended immediately.
- 14) The entire lock premises are restricted area and under round the clock protection of CISF and due permission shall be taken from CISF before any inward-outward movement of man/machineries in course of discharge of duties by the agency.
- 15) The contractor has to prepare a report on the operation of the navigation and submit to local office of the authority on daily basis. A monthly report shall also be prepared and submitted.
- 16) The maintenance of proper housekeeping in control tower, lock premises and clearance of grasses/jungles in operation area shall be responsibility of the contractor and same shall be done time to time.
- 17) No. of candidates may vary as per requirement.

Detailed requirement of technical manpower is mentioned below:

Sl.No	Works	Category	No. of Posts
1.	Outsourcing of services in respect of Operation & Maintenance of Navigation Lock at Farakka.The manpowers to deployed are Mechanical Engineer, JE(Ele), Supervisor(Tech.), Mechanic cum lock operator, Electrician cum lock operator & Helper	Mechanical Engineer	1
		Junior Engineer(Electrical)	1
		Supervisor(Technical)	2
		Mechanic cum lock operator	2
		Electrician cum lock operator	2
		Helper	6
Total			14

The minimum qualification, essential / desirable experience for each personnel to be engaged shall be as follows: -

1. Key Resource: -

Sl. No	Category	Qualification	Experience	Max. Age as on 12.05.2022
1	Degree Engineer	Degree in Mechanical Engineering	Minimum 4 Years' Experience in following works: i. Construction of offshore and onshore construction works ii. Dredging and RC Works or O&M works iii. Computer knowledge in	40 Years
		Diploma in Mechanical Engineering	Minimum 5 Years' Experience in following works: i. Construction of offshore and onshore construction works ii. Dredging and RC Works or O&M works iii. Computer knowledge in MS Office AutoCAD	40 Years
2	Junior Engineer	Degree in Electrical Engineering	Minimum 3 Years' Experience in following works i. Construction of offshore and onshore ii. construction works iii. Dredging or O&M works iv. Computer knowledge in MS Office, AutoCAD Or One-year experience in IWAI	30 Years
		Diploma in Electrical Engineering	Minimum 4 Years Experience in following works i. Construction of offshore and onshore construction works ii. Dredging or O&M Works iii. Computer knowledge in MS Office, AutoCAD	30 Years

2. Non-Key Resources

1	Supervisor (Technical)	Diploma in Civil/Mechanical	Minimum One year experience in relevant fields	30 Years
2	Electrician cum Lock operator	Diploma/ITI in Electrical stream.	Diploma-02 years' experience with having relevant certificate/license. OR ITI-03 years' experience with having relevant certificate/license.	50 years
3	Mechanic cum Lock operator	Diploma/ITI in any Mechanical stream.	Diploma-02 years' experience with having relevant certificate/license. OR ITI-03 years' experience with having relevant certificate/license.	50 years
4	Helper	8 th pass	With minimum 02 years' experience in relevant field.	50 years

Note: Following criteria may be relaxed for meritorious candidates having similar work experience

- Educational qualifications
- Age limit (may be relaxed maximum up to 55 years)

A valid work experience certificate shall be submitted along with the resume for consideration.

5. Payment Terms

- All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.

- 5.2. The Contractor is liable to provide the services during the defects liability period as per the conditions of tender document. No extra payment for rendering services during defects liability period will be made to the Contractor.
- 5.3. The service provider shall pay the salary / remuneration to the outsourced staff only through ECS by 5th of the following month without waiting for the clearance of bill from IWAI. The details in this regard will accompany the monthly invoice submitted for reimbursement to IWAI. Also, the statutory remittances claimed from IWAI should be evidenced by relevant documentary proof.

6. Extension / Reduction of Contract Period:

The proposed assignment is extendable for another one-year subject to project requirement as well as satisfactory performance of the Contractor. The payment during the extended period shall be made as per Section-V, Form Fin-3 or any revised wages received from IWAI H.O. for that financial year. Bidder's service charge/profit shall remain same in percentage and will be calculated on the applicable wages.

However, it is at sole discretion of the Employer to grant such extension of the O&M period to the Contractor and for a period as the employer finds most feasible and in best interest of the project.

SECTION - VII: GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION VII: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 Definitions

1.1.1 **“Employer”** means the Chairperson, Inland Waterways Authority of India and his successors.

1.1.2 **“Authority / Department / Owner”** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairperson, IWAI and includes therein-legal representatives, successors and assigns.

1.1.3 **“Chairperson”** means Chairperson of Inland Waterways Authority of India.

1.1.4 **“Chief Engineer”** means the Chief Engineer of the Authority, as the case may be.

1.1.5 **“Director”** means the Director of the Authority, as the case may be.

1.1.6 **“Deputy Director”** means the Deputy Director of the Authority, as the case may be.

1.1.7 **“Contractor”** means the successful Bidder who has been awarded the contract to perform the work covered under this tender document and shall be deemed to include the Contractor's successors, executors, representatives or assigns approved by the Engineer.

1.1.8 **“Contractor's Representative”** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor, who acts on behalf of the Contractor.

1.1.9 **“Employer's Personnel”** means the Engineer, the assistants and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.

1.1.10 **“Contractor's Personnel”** means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the works.

1.1.11 **“Engineer-In-Charge (EIC) or Engineer”** means the Employers personnel authorized to direct, supervise and be in-charge of the works on behalf of the Employer.

1.1.12 **“Subcontractor”** means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted by the Contractor with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.

1.1.13 **“Engineer-in-charge representative / assistant”** shall mean any officer of the Authority nominated by the Engineer for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.

1.1.14 "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, 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 and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1.15 **“Party”** means either the Employer or the Contractor as the case may be and **“Parties”** means both of them.

1.1.16 "Commencement Date" means the date notified under clause 12.1.

1.1.17 "Day" means a calendar day beginning and ending at mid-night.

1.1.18 **“Week”** means seven consecutive calendar days.

1.1.19 **“Month”** means one Calendar month

1.1.20 **“GCC”** means the General Conditions of Contract.

1.1.21 **“SCC”** means the Special Conditions of Contract.

1.1.22 **“Work / Works”** means work / works to be executed in accordance with the contract.

1.1.23 **“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.

- 1.1.24 **“Letter of Acceptance”** means the formal letter issued by the Employer to successful bidder to notify the acceptance of the offer of contractor and shall specify including other terms and conditions, total contract price in consideration of execution & completion of works and the remedying of any defect therein by the contractor in accordance with the terms and conditions of the contract.
- 1.1.25 **“Bill of Quantities”** means the price schedule and complete bill of quantities forming part of the Contract.
- 1.1.26 "Contract Price" means the price as specified in the letter of acceptance subject to additions and adjustments thereto or deductions therefrom as may be made pursuant to the offer.
- 1.1.27 **“Cost”** means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.28 "Accepted contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works including remedying of any defects.
- 1.1.29 **“Applicable Law”** means the laws and any other instrument having the force of law in India for the time being.
- 1.1.30 **“Approval”** means consent by the Employer in writing

2. Interpretations
- 2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 2.2 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.
- 2.3 Wherever in the Contract, provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

2.4 Law and Language

The Contract shall be governed by the law of the country (Indian Law).

The language for communications shall be English.

2.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

(a) the Contract Agreement, (b)

the Integrity Agreement

(c) the Letter of Acceptance / Firm work order

(d) Special Conditions of Contract (e)

General Conditions of Contract (f) The

priced Bill of Quantities

(g) The Drawings and Annexures. (h)

The Technical Specification

(i) Addendum / Corrigendum

(j) Minutes of the Meeting

(k) Technical Bid

(l) Post bid correspondences and any other document forming part of contract.

If any ambiguity or discrepancy is found in the documents, the Employer / Engineer shall be the sole authority to issue any necessary clarification or instruction in this regard.

2.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 21 days after the issue of the Letter of Acceptance. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Bidder.

2.7 Joint and Several Liability. If the Contractor constitutes (under applicable Laws) a joint venture or consortium of two or more persons/ companies

- (i) these persons / companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (ii) these persons / companies shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons / companies.
- (iii) The Contractor shall not alter its composition or legal status without the written prior consent of the Employer.

3. Signing of Agreement

3.1 (a) The parties to the contract are the contractor and the owner.

- (b) Authority of Persons signing the Contract on behalf of the Contractor

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Chairman on behalf of Authority may, without prejudice to any other right or remedy of the owner, cancel the contract and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such purchase. The provisions of clause 11 apply to every such purchase as far as applicable.

- (c) Address of the Contractor and notices & communication on behalf of the Owner

- (i) For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post due to The Chairman, Inland Waterways Authority of India, A-13, Sector-1, NOIDA, Gautam Budh Nagar Distt (U.P.) 201301. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

- (ii) Any communication or notice on behalf of the owner, in relation to the contract may be issued to the contractor by the owner, and such communications and notices may be served on the contractor either by email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the owner.

3.2 Authority of the Chairman

For all purposes of the contract including arbitration proceeding there under, the Chairman on behalf of the Authority shall be entitled to exercise all the rights and powers of the owner.

4. Performance Security & Security Deposit

4.1 For All Bidders including MSE Registered Firms

The contractor shall be required to deposit an amount equal to 5% of the contract value of the work as Performance Security in the form of an irrevocable bank guarantee bond of any nationalized / scheduled bank of India in accordance with the form prescribed within 15 days of the issue of the LOA.

- 4.2 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 the sum already deposited as the earnest money in the form of RTGS will amount to security deposit of 5% of the contract value of work. The Earnest money of the successful bidder submitted in the form of RTGS will be retained as Security Deposit. Bank guarantee will not be accepted as security deposit.

In case of MSE registered firms, deduction of a sum of 10% of the gross amount of the bill from each running bill till that amount reaches 5% of the contract value of the work as Security Deposit will also be made.

4.3 Release of Performance Security & Security Deposit

The Performance Bank Guarantee shall be valid up to the stipulated date of completion plus ninety days beyond that. No claim shall be made against such bank guarantee and such bank guarantee shall be returned to the Contractor within 21 days of the completion of the aforesaid period. In case of extension of time, the Contractor shall get the validity of the Performance Bank Guarantee extended to cover such extension of time of the work.

- 4.4 The total security deposit shall remain with the Owner till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Engineer is satisfied that there is no demand outstanding against the Contractor.

- 4.5 No interest will be paid on security deposit.

- 4.6 If the Contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Owner 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 Owner shall refund the Security Deposit to the Contractor after deduction of cost and expenses that the Owner may have incurred and other money including all losses and damages which the Owner is entitled to recover from the Contractor.
- 4.7 In case of delay in the progress of work, the Owner shall issue to the Contractor a notice 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 notice or 10 days from issuance of notice whichever is earlier. If the Owner is not satisfied with the explanations offered, he may 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 and if necessary, forfeit the Security Deposit.
- 4.8 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 any sums which may be due or may become due to the Contractor by the Owner on any account whatsoever. Also in the event of the Contractor's Security Deposit falls short of such deductions or sale, as aforesaid the Contractor shall, within 14 days of receipt of notice of demand from the Employers representative make good the deficit in his Security Deposit.
- 4.9 In case the contractor fails to commence the operation after handing over of the survey launch to him or when the contractor has defaulted for more than thirty days or when covered from the contract as penalty or deduction and the contractor fails to pay such amount even after due notice is given to him in this regard, the Owner shall at its own discretion encash the bank guarantee furnished as performance guarantee and /or recover the sum from his security deposit.

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.

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.
- 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 condition 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.
7. Discrepancies and Adjustment of Errors
- 7.1 In case of discrepancy between the Schedule of Quantities and prices, Specifications, 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.
- 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 correct 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 there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to 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/discrepancy occurring in the rates written in figures and words, then the rate which corresponds with the amount worked out by the contractor

shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. When the rate quoted by the contractor in figures and words tally, but the amount is not worked out correctly, the rate quoted by the contractor will, unless or otherwise proved, be taken as correct.

- (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.

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 work performed by various category of Technical Manpower with respect to discharge of the intended duty.
- 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. 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.

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| 9. Assignment And Sub-Letting | 9.1 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 sublet, the 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. |
| 10. Facilities to Other Contractors | 10.1 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 authorized 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. |
| 11. Change in the Constitution of The Firm to be Intimated | 11.1 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 firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 31 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-31. |

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| 12. Commencement of Work | 12.1 The contractor shall commence the work and supply the manpower at the respective sites within 15 days of the issue of Contract Agreement. If the contractor commits default in mobilization of resources, 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. |
| 13. Works to be carried out in accordance with specification and orders etc. | <p>13.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner in strict conformity with the specifications laid down in the contract document 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 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.</p> <p>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:</p> <p style="margin-left: 40px;">(a) Specifications or revisions thereof from time to time</p> <p style="margin-left: 40px;">(b) Explanations, instructions etc.</p> <p style="margin-left: 40px;">Such further 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.</p> <p>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.</p> |
| 14. Setting Out The Works | 14.1 The contractor shall provide all assistance and adhere to the instruction of E.I.C during the course of the contract. |
| 15. Urgent Work | 15.1 If any urgent work (in respect of which the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed by Engineer-in-Charge, provided the directions are in accordance and confirmatory with provisions in Clause- |
| 16. Deviations, Variations And Extent | 16.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works for any reasons and the contractor shall be bound to carry out |

the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

**17. Contractor's
Supervision**

17.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, a qualified and experienced 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 supervise the execution of the works with such additional assistance in each trade, as the work involved shall require and considered essential by the Engineer-in-Charge. Further the 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.

17.2 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 charge of supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the work.

**18. Instructions
And Notice**

18.1 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.

18.2 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.

18.3 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.

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| 19. Laws Governing
The Contract | The Courts at Noida only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings. |
| 20. Work during
night or on
Sundays and
holidays | <p>20.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during Sundays and 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.</p> <p>20.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/or in extra shifts to ensure completion of works under the contract as scheduled.</p> |

21. Technical Man power 21.1 (a) The contractor shall provide personnel in required numbers for the intended work 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) The minimum qualification and essential / desirable experience for each personnel to be deployed is given in Section VI: ToR.
- (c) If any foreigner is employed by the contractor on the 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 there-from 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 & IWAI shall not be liable in any event.
- (d) 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 IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the IWAI or of the Chairman 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 IWAI 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 IWAI on account of such termination without prejudice to the IWAI's right to proceed against such officer.
- 21.2 The contractor shall in respect of personnel 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 amended from time to time and Rules framed there under in regard to all matters provided therein.
- 21.3 The Contractor shall also comply with the provisions of all 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) The Industrial Employment (Standing orders) Act 1946 (Amended).
- (vii) The Industrial Disputes Act. 1947 (Amended)
- (viii) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- (ix) 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.

The list is indicative only; otherwise the contractor should be aware of all the Acts/Labour Laws and should follow diligently on the work. The contractor shall be fully and personally responsible for the violation of any Act/Labour Law

- 21.4 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. 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 the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance
- 21.5 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 for making good the loss suffered by worker(s) by reason of non-fulfilment of the conditions of the Contract for the benefit of Workers, non-payment of remuneration or on account of deduction made from the remuneration of the workers 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.
- 21.6 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-22.4 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 Acts/Laws stipulated in Clause-22.4 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 Acts/Laws/Rules mentioned in Sub-Clause 22.4 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 Acts/Laws/Rules/Codes as mentioned under Sub-Clause 22.4 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.

- 21.7 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 submitting 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 22.4 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.
- 21.8 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 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.
- 21.9 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all Personnel employed for performance of the Works and shall provide all facilities & safety gears 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.
- 21.10 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 fulfilment of the said decree, award or orders.

- 21.11 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 Regulations.
- 21.12 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
- 21.13 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.
- 21.14 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 permission of the Engineer-in-Charge.

22. Force Majeure

- 22.1 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, hostilation, 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.

22.2 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.

22.3 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.

23. Liability for damage, defects or Imperfections and rectification thereof

23.1 If the personnel supplied by the contractor injure any person or destroy or damage any item belonged to IWAI including the vessel on which they are deployed during the tenure of a contract, the contractor shall upon receipt of a notice in writing in that behalf from Engineer-in-charge make good the same at his cost.

23.2 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 employees shall be to the account of the contractor, who shall make good the loss.

24. Contractor's
Liability and
Insurance

- 24.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage by the personal supplied by the contractor.
- 24.2 Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- 24.3 Provided, however, in an eventuality as mentioned in sub-clause - 25.2 above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
 - (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.
- 24.4 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the service during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

- 24.5 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- (i) Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
 - (ii) Property liability limits for each accident not less than Rs. 1,00,000/-
 - (iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till legacy of the contract.
25. Foreclosure of contract in full or in part due to abandonment or reduction in scope of work
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
 - (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
- 25.1 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 (with the prior approval of competent authority mentioned in scheduled 'B') 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.
26. Termination of contract on death
- 26.1 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.
27. Carrying Out Part Of Work At The Risk And Cost Of The Contractor
- 27.1 If the contractor
- (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
 - (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
 - (iii) Fails to complete the work (s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

- 27.2 The Engineer-in-Charge without invoking action under clause 37 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:
- (a) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.
- 27.3 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IWAI because of action under this clause shall not exceed 10% of the tendered value of the work.
- 27.4 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same number and at the same rate as if it had been carried out by the original contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IWAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
- 27.5 Any excess expenditure incurred or to be incurred by IWAI in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by IWAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IWAI in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- 27.6 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to recover the same in accordance with the provisions of the contract.
- 27.7 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

28. Completion Time
and Extensions

- 28.1 The Engineer-in-Charge will make available to the contractor the required working environment to enable the contractor to commence & proceed with the execution of the work in accordance with agreed programme.
- 28.2 If after the award of the work the contractor commits defaults in commencing the execution of work as aforesaid, IWAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 28.3 However, if the commencement of the work (s) be delayed by:-
- (i) Force majeure as per clause 23, or
 - (ii) Abnormally bad weather, or
 - (iii) Serious loss or damage by fire, or
 - (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
 - (v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or
 - (vi) Non-availability of stores, which are the responsibility of Government to supply or
 - (vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or
 - (viii) Any other cause which, in the 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. 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.
- (Clarification with regard to point (iv) above, the survey launches will be handed over to the contractor and it is the responsibility of the contractor to arrange for any store or tools required during the contract period for maintenance and operation).

- 28.4 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the competent authority as indicated in Schedule 'B'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 28.5 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 Competent Authority mentioned in Scheduled 'B' 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.
- 28.6 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any compensation or over run charges whatsoever for any extension granted.
29. Liquidated Damages for Delay
- 29.1 If the contractor fails to supply the required technical manpower for more than 72 hrs., he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of twice the amount payable to the contractor for the period of non-supply of those number of technical manpower which he has failed to supply or the technical manpower have remained absent and in the event of more than three such occasions of non-supply or absence of manpower or more than 10% of the manpower required to be supplied are either not supplied or remained absent then the compensation to be paid will be at the rate of 1.5 % per month of delay to be computed on per day basis on the total value of the contract subject to a maximum of 10% of the total value of the contract.
- 29.2 The amount of liquidated damages may be adjusted or set-off against anysum payable to the contractor under this or any other contract with the authority.
- 29.3 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.
- 29.4 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

30. When the
Contract Can Be
Determined

30.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in IWAI service, or to any other person on his behalf 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 contract.

- (vi) If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
 - (vii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjust insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being enforce for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
 - (viii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - (ix) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
 - (x) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- 30.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer- in-Charge on behalf of the IWAI with the approval of the competent authority shall have powers:

- (i) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.
- (ii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof: as shall be un-executed out of his hand and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.
- (iii) The event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

31. Inspection

31.1 Periodic inspection will be carried out by the EIC or his representative. The contractor can have the inspection schedules finalized with the Engineer-in-charge.

32. Payment On
Account

32.1 Bill shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the daily attendance information sheet/ e-attendance sheet.

32.2 Towards its fee for the services rendered to IWAI, the Service Provider shall be paid "Administrative and Management Charges", excluding GST, at the rate approved through the tender in terms of percentage of the Cost to his Organization

(CTO) for rendering the actual professional support services to IWAI.

32.3 The Cost to the Service Provider's organization shall be deemed to be such amount / figure which is worked out by totaling all the expenses (including those on account of Remuneration, conveyance, allowances, reimbursements, etc. of the personnel deployed or utilized by the Service Provider for rendering professional support services to IWAI) incurred by the Service Provider on reimbursement basis of the actual amount.

32.4 The service provider will submit the invoices/bills in triplicate on the 6th day of every month for reimbursement along with a declaration that remuneration of all the staff deployed has been paid. Payments to the service provider would be strictly on certification by the concerned officer that the services were satisfactory and attendance as per the bill preferred by the service provider. The payment shall be made by IWAI within 30 days from the date of receipt of the invoice only on the basis of number of working days for which duty has been performed by each manpower. Amount deducted from the bill / claim for the days of absence in a month shall be as per the approved rate per day per person quoted by the service provider.

The invoice(s) shall be accompanied by supporting documents including copies of receipts issued by the personnel/employees to the Service Provider in respect of payment of salary/ remuneration, allowances, reimbursements etc., acknowledgement/ receipts issued by concerned Government Departments in respect of and towards proof of deduction and deposit of GST and others relevant documents etc., as applicable.

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

33. Taxes, duties and levies etc.

33.1 P.F, Insurance Premium etc. to be paid by the contractor and deposited with the appropriate Authority. Proof of such payment shall have to be attached with the bill of successive month. Regarding GST may be quoted separately in BOQ.

34. Tax Deduction
At Source

34.1 TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract.

35. Payment of
final bill

35.1 The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. 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.

36. Over Payments
And Under
Payments

36.1 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 any time 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 his security deposit, or he shall pay the claim on demand.

36.2 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 not- withstanding 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 40 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

36.3 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.

36.4 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.

36.5 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 is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 40 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.

37. Finality clause

37.1 It shall be accepted as an inseparable part of the contract that in matters regarding contract specifications, mode of procedure and the carryout of the work, the decision of the engineer-in-charge which shall be given in writing shall be final and binding on the contractor.

38. Sum Payable by Way of Compensation to be considered as Reasonable without preference to actual Loss
- 38.1 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.
39. Settlement of disputes & arbitration.
- 39.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
- (a) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.
- (b) If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to

the Chairman, IWAI for appointment of arbitrator on prescribed Performa as per Appendix V, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

39.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 40.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.

39.3 Further, 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 a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter 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 Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.

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 Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

39.4 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 Chairman IWAI 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.

39.5 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.

39.6 The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.

39.7 A notice of the existence in question dispute or difference in connection with the contract unless served by either party

within 30 days after the issue of Defects Liability Certificate, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

39.8 The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the Employer shall be withheld on account of such proceedings except to the extent, which may be in dispute.

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

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.

The venue of the arbitration proceedings shall be at Noida. It is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of this agreement except through arbitration.

In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018.

39.10 Jurisdiction & Venue

The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration & Conciliation Act, 1996 read with the

Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the venue of the arbitration proceeding shall be Noida / New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

40. Claims
- 40.1 The contractor shall send to the Engineer-in-Charge once in every month on account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself entitled and of all extra work or additional work ordered in writing and which has been executed during preceding month.
- 40.2 No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.
- 40.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.
41. Interest
- 41.1 No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.
42. Removal of **Contractor's Men**
- 42.1 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 person(s) 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 permission of the Engineer-in-Charge.
43. Termination of Contract in Full or in Part
- 43.1 If the contractor
- (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 10 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) 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.
- (iv) IWAI reserve the right to terminate the contract any time before expiry by issue of one month's written 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 or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to such foreclosure of the contract by the contractor will be deducted from the performance security and from any balance amount payable to the contractor from this contract or any other contract.

43.2 Risk & Cost

- (i) The Engineer-in-Charge shall, on such termination of the contract, have powers to complete the incomplete work or part of the same and 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.

- (ii) 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 Owner from the Contractor, shall be decided by the Chairman.

44. Sustainability
of JV

44.1 In case JV / Consortium is not sustained due any reasons or discrepancies arising amongst the JV / Consortium members, un-sustainability of JV / Consortium shall be determined by the Engineer / Employer during the monitoring in the contract period based on the failure of the deliveries/missing of the milestones and other deliverables. The same shall be dealt in the following manner:

- (a) If JV/consortium becomes unsustainable after being selected as L1, EMD of the defaulting JV/consortium shall be forfeited.
- (b) If JV/consortium becomes unsustainable after the award of contract, the employer has complete authority to nominate another contractor to complete the balance work on risk and cost of the defaulting contractor. Contractor will be notified of the decision to stop the work and get the measurements done to ascertain the value of work completed till date. No payment shall be released immediately, however, after completion of entire work on risk and cost, the differential cost would be recovered from all held up amount (BG, EMD, Security deposit and unpaid amount for the work done) of the defaulting contractor and if any balance amount is still available, that shall be released to the defaulting contractor.

SECTION – VIII : ANNEXES

ANNEX - I INTEGRITY AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and signed by the Bidder and the same is to be signed by the Authorized Signatory / Competent Employer on behalf of IWAI)

This Integrity Agreement is made at Kolkata on thisday of August 2020

BETWEEN

Chairperson, Inland Waterways Authority of India represented through
The Director, IWAI, Kolkata *(insert name of authorised representative)*, Inland Waterways
Authority of India, A - 13, Sec. - 1, Noida.

IWAI, (Hereinafter referred to as the 'Employer', 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 Employer has floated the Tender (NIT No.:) (hereinafter referred to as
"Tender / Bid") and intends to award, under laid down organizational procedure, contract
for "Outsourcing of services in respect of operation & maintenance of Navigation lock at
Farakka" *(insert name of assignment)*

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

Article 2: Commitment of the Bidder(s)/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 of 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 Employer'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 Employer as part of the business relationship, regarding plans, technical Bids 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 of 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 / Employer's 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 Employer under the law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Employer'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 Employer 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 Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, 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 Employer 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 Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti- corruption 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 Employer.
- 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 Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors

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

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

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the 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 Employer 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 to any of the provisions covered under this Integrity Pact.

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

..... (For and on
behalf of Employer)

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

1. (Signature,

name and address)

2.

(Signature, name and address)

Place : Date :

.....

ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Chairperson
Inland waterways Authority of India Ministry of
Shipping, Govt. of India A-13, Sector-1,
Noida(U.P.) Pin- 201301

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

1. We, (Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said Contract or any of the terms or conditions contained in the said time frame or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR (Rupees.....only).
2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any

suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

3. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this Guarantee after 90 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We (Bank) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the Contractor at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2020 for
..... (Indicate the
name of bank)

Signature.....

Name of the Officer

..... (In Block
Capitals) Designation

Code No.

Name of the bank and Branch

(SEAL)

ANNEX - III: AGREEMENT FORM

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and signed by the Bidder and the same is to signed by the Authorized Signatory / Competent Employer on behalf of IWAI)

.....(*insert name of the assignment*)

AGREEMENT BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA AND

CONTRACTOR FIRM

This Agreement made on this.....day of.....Two thousand Eighteen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “IWAI”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at(hereinafter called the “Contractor”, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

WHEREAS IWAI is desirous of giving “.....(*insert name of the assignment*) (the “**Work**”)” as per the Work Order No.dated

.....in accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

WHEREAS THE CONTRACTOR FIRM has agreed to undertake the “Work” on Terms and Conditions herein after set forth.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall undertake the “**Work**” as per the Work Order No.dated in accordance with the ToR & conditions of contract attached hereto all of which will form part this agreement.

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

- a) Agreement Form
- b) Integrity Agreement c)
Letter of Acceptance
- d) General & Special Conditions of contract e)
Schedule of the price bid
- f) Technical Bid
- g) Addenda / Corrigenda
- h) Minutes of Pre-bid Meeting i) All
Correspondences

The “Contractor” hereby covenants with IWAI to complete and maintain the “Works” in conformity in all respect, with the provisions of the Agreement.

The “IWAI” hereby covenants to pay the Contractor in consideration of such completion of works, the contract price at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

For and on behalf of
(Inland Waterways Authority of India)

Signature _____

Name & Designation _____

Stamp

Witness – I

1) Signature _____

2) Name & Designation _____

Stamp

Witness – II

1) Signature _____

2) Name & Designation _____

For and on behalf of

(Contractor)

Signature _____

Name & Designation _____

Stamp

Witness – I

1) Signature _____

2) Name & Designation _____

Stamp

Witness – II

1) Signature _____

2) Name & Designation _____

ANNEX - IV: DETAILS OF BANK ACCOUNT

FOR RELEASE OF PAYMENT THROUGH ELECTRONIC

FUND TRANSFER SYSTEM

(To be submitted on the letter head of the Bidder)

NAME OF THE PROJECT: _____

We _____ *(Name of the Bidder)* hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate 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.

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.

Signature of Authorized Signatory

Name & Designation

Date: Place

ANNEX-V: BANK CERTIFICATION

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

Authorized

Signatory

Date:

Authorization No. _____ Name:

Official Seal/Stamp

ANNEX-VI: LETTER OF ACCEPTANCE OF TENDER DOCUMENT

(To be submitted on the letter head of the Bidder)

To,

Date:

.....(*insert name of the authorised representative*), INLAND
WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301, District: -
Gautam Budh Nagar (U.P.)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender/Work: -(*insert name of the assignment*)

Dear Sir,

1. I/ We have downloaded /obtained the Tender document for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting (if any) and / or corrigendum(s) (if any) issued from time to time by your department / organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document / minutes of the Pre-bid Meeting (if any) / corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Tender / Bid including the forfeiture of the full Earnest Money Deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

ANNEX-VII: FORM OF BANK GUARANTEE FOR EMD

To
The Chairperson,
Inland Waterways Authority of India, A-13, Sector
1,
Noida – 201 301.

WHEREAS _____ (*Name of Tenderer*) (hereinafter called the “Tenderer”) wishes to submit his tender for work of _____ in the state/s of _____ herein called “the Tender” KNOW ALL PEOPLE by these present that we _____ (*Name of Bank*) of _____ (*Name of country*) having our registered office at () (*hereinafter called the “Bank”*) are bound unto the Inland Waterways Authority of India (*hereinafter called the “Employer”*) in the sum of INR _____ (Rupees) for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day of 2020 and undertake to pay the amount of _____ INR _____ to the Employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Letter of Bid.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Employer up to the guaranteed amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date 180 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

* * *