

# **TENDER DOCUMENT**

**FOR**

**“AMC FOR OPERATION & MAINTENANCE OF SWIMMING POOL AT NINI  
FOR THE PERIOD JANUARY-2022 TO DECEMBER-2022”**



**TENDER NO:IWAI/NINI/SWIMMING POOL/2021-22**

**NATIONAL INLAND NAVIGATION INSTITUTE**

**(Ministry of Ports, Shipping & waterways Govt. of India)**

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

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

### **DISCLAIMER**

1. This Tender document is neither an agreement nor an offer by the IWAI/NINI to the prospective Bidders or any other person. The purpose of this Tender document 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/NINI 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/NINI 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/NINI 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/NINI 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/NINI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IWAI/NINI 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/NINI 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/NINI 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/NINI 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/NINI accepts no responsibility for the accuracy

or otherwise for any interpretation or opinion on the law expressed herein.

6. IWAI/NINI 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.

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



**NATIONAL INLAND NAVIGATION INSTITUTE,**  
(Ministry of Ports, Shipping & Waterways Govt. of India)  
Gulzarbagh, Gaighat, Patna – 800007.Bihar  
Phone No. – 0612-2311200

**NOTICE INVITING TENDER**

**Tender no: IWAI/NINI/SWIMMING POOL/2021-22**

National Inland Navigation Institute (NINI) invites online bids/tenders from reputed Firm/Agency for AMC for Operation & Maintenance of Swimming Pool at NINI for period January-2022 to December-2022.

Details and Tender document can be downloaded from 22.12.2021 to 03.01.2022 from our web site '[www.iwai.nic.in](http://www.iwai.nic.in)' and CPPP Portal '<https://eprocure.gov.in/eprocure/app>'. Last date for submission of online bids is on 03.01.2022 up to 15:00 hrs. and date of opening of tender is on 04.01.2022 at 15:30 hrs. Submission of online bids will be through <https://eprocure.gov.in/eprocure/app>.

**(Director(I/C))**



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



## NATIONAL INLAND NAVIGATION INSTITUTE

(Ministry of Ports, Shipping & Waterways Govt. of India)

Gulzarbagh, Gaighat, Patna – 800007.Bihar

Phone No. – 0612-2311200

### **NOTICE INVITING E-TENDER**

Tender no: IWAI/NINI/SWIMMING POOL/2021-22

1. IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from reputed Firm/Agency for AMC for Operation & Maintenance of Swimming pool NINI for period January-22 to December-22. The Bid will be placed online at <https://eprocure.gov.in/eprocure/app>. Tender document may be downloaded from the <https://eprocure.gov.in/eprocure/app>. as per the schedule as given in critical date sheet as under : -
2. Estimated Cost of the work, EMD requirement are as follows: -

Sl. No	Description of works	Estimated Cost (In Rs.) Including GST	EMD (In Rs.)	Tender Cost (in Rs.) Including GST	Solvency required (in Rs.)
1	AMC for Operation & Maintenance of Swimming pool NINI for period January-22 to December-22	872832.00	17457.00	2360.00	3,49,133.00

### 3. Critical Data 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 are advised to pay INR 2,360/- (Rupees two thousand three hundred sixty only) including 18% GST as the cost of Bid document deposited to IWAI NINI FUND.

<b>Date of Publishing</b>	<b>22.12.2021</b>
<b>Document Download Start Date&amp; Time</b>	<b>22.12.2021 15:00 Hrs</b>
<b>Bid submission start date &amp; Time</b>	<b>22.12.2021 16:00 Hrs</b>
<b>Bid Submission Last Date</b>	<b>03.01.2022 up to 15:00 hrs</b>
<b>Technical Bid Opening Date</b>	<b>04.01.2022 at 15:30 hrs</b>

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.

**Name of Authority –**  
**Director (I/C)**  
**National Inland Navigation Institute**  
**Gaighat, Gulzarbagh, Patna-800007**  
**Telephone No.0612-2311200**  
**E-mail: [info@niniedu.in](mailto:info@niniedu.in)**





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

## SECTION II: INSTRUCTION TO BIDDERS (ITB)

### 1. Background

1.1 National Inland Navigation Institute (NINI) has been setup by Inland Waterways Authority of India (IWAI) to develop human resource for Inland Water Transport sector. The institute provides induction, up gradation and professional development training to the manpower for manning, operating inland vessels and to the IWAI staff for development of waterways and for repair and maintenance of vessels.

NINI provides fully residential Course for trainees seeking fresh employment in the sector. The training conforms to syllabus promulgated by the state water transport department as per Inland vessel Act 1917 for obtaining respective certificate of competency. Personnel trained at NINI can work on board Inland vessels owned by Government, Public, and Private sector on deck and in engine room depending upon their training, qualification and certification acquired by them.

The institute arranges professional development courses on hydrographic surveying, dredging, repair, maintenance & operations of Inland vessels as well as on river training and morphing.

1.2 The institute is uniquely positioned to offer a complete spectrum of training in Inland water transport sector. NINI can design company specific courses tailor cut to the requirements of the organization. The institute is ISO 9001:2015 certified by American Bureau of Shipping and international quality certifying authority.

The Institute is approved by Directorate General of Shipping to Conduct the NCV Preparatory Course for NWKO (Near Coastal Voyages) and Basic Safety Courses. The Institute is also approved by Directorate General of Shipping to Conduct the courses of Ship Maneuvering Simulator (SMS), Electronic Chart Display Information System (ECIDS) and Basic STCW Course 2010.

## 2. Introduction

- 2.1 The National Inland Navigation Institute will select a Firm/Agency 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 National Inland Navigation Institute 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

The Bidders shall meet the following pre-qualification criteria:

- 3.1 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.
- 3.2 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.
- 3.3 Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> 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) with UDIN.

- 3.4 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 will not be paid less than the remuneration notified under this contract.
- 3.5 The Bidder must be registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State Insurance Act (ESI). The Bidder shall submit copies of EPF & ESI certificates. The Bidder must be registered with under Contract Labour (Regulation & Abolition) Act 1972. The Bidder shall have a local office in the city of the Tender calling Authority.
- 3.6.1 The Bidder shall have adequate resources for successful execution of the work 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.
- 3.6.2 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. Clarifications and Addendum**

- 4.1 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 National Inland Navigation Institute's address indicated in Section - III: Bid Data Sheet. No request for the clarification shall be entertained if such request is received by the National Inland Navigation Institute after the deadline for submitting clarifications.
- 4.2 The National Inland Navigation Institute 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.

- 4.3 At any time before the submission of Bids, the National Inland Navigation Institute 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](http://www.iwai.nic.in)". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment/clarification, which is posted on the above website from time to time. The bidders shall acknowledge receipt of all amendments. To give reasonable time to the bidders to consider an amendment, the National Inland Navigation Institute 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.

## 5. 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:

### 5.1 Earnest Money Deposit (EMD)

- 5.1.1 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.

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

i.) **Name of Bank Account:** IWAI NINI FUND SD

**Bank Name and Address:** Canara Bank, Main

Branch South Gandhi  
Maidan,  
Patna- 800001

**ii.) Bank Account Number:** 0352101046153

**iii.) IFSC:** CNRB0000352

**iv.) MICR Code:** 800015002

- 5.1.2 Bids not accompanied by EMD shall be rejected as non-responsive.
- 5.1.3 No interest shall be payable by the National Inland Navigation Institute for the sum deposited as EMD. The Bidder shall submit the scan copy of RTGS receipt for tender cost and EMD with Transaction ID along with the e-bid.
- 5.1.4 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.
- 5.1.5 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 fifteen days of opening of Price bid.
- 5.1.6 The EMD shall be forfeited by the National Inland Navigation Institute 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 National Inland Navigation Institute 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. 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. The cost of Tender Document is Non-Refundable.

**Name of Bank Account:** IWAI NINI FUND

**Bank Name and Address:** Bank of Baroda,  
Gulzarbagh, Patna- 800007.

**Bank Account Number:** 24600200000228

**IFSC:** BARB0GULZAR

**MICR Code:** 800012004

### **6.1 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.

**The bank solvency certificate submitted by the Bidder shall not be older than Six months 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.**

## 6.2 **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.

## 6.3 **Currency**

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

## 6.4 **Language**

The Bid as well as all related correspondences exchanged between the Bidders and the National Inland Navigation Institute shall be in English language and shall be strictly as per the formats attached in this tender document. The National Inland Navigation Institute 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 National Inland Navigation Institute 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.

## 6.5 **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 National Inland Navigation Institute 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.

**6.6 Number of Bids**

A Bidder can submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

**6.7 Bids by Joint Venture (JV) / Consortium**

**Not allowed**

**7. Conflict of Interest**

7.1 National Inland Navigation Institute requires that selected bidder provides professional, objective, and impartial advice and at all times holds the National Inland Navigation Institute'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:

**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 National

Inland Navigation Institute;

- 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 National Inland Navigation Institute 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 National Inland Navigation Institute 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.

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. 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.
- h. Bidder information Sheet as per Section IV: Form 4F
- i. Composition / Ownership / Shareholding pattern of the organization
- j. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / Memorandum of Association of the Company.
- k. Registration / incorporation certificate of the Firm/Agency.
- l. Integrity Agreement in format given at Annex – I in Section VIII.
- m. Original tender document with minutes of the pre-bid meeting and all addenda & corrigenda issued till last date of bid submission date duly stamped and signed by the authorized signatory of the bidder.

**Note:** If the Tender is submitted by a Firm/agency 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.

10.1.2 **Part – II**

- a. Annual Report / Audited Balance Sheets, for the last three financial years ending 31<sup>st</sup> 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 certificate by CA with UDIN.
- 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 Firm/Agency Profile including the following details:

- a. Background of the Firm/Agency.
- b. Client completion certificate on client letter head for Similar Works 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 Litigation History
- d. Undertaking in regard to not blacklisted/debarred/delisted from Govt. Organization/private organization.
- f. Form 4L: List Ongoing Assignments along with Work Orders on client letterhead.

**It may be noted that the Technical Bid shall not**



**contain any reference to the fee.**

10.2 **Cover - II: Financial Bid**

Financial Bid in excel format (BoQ\_XXXXX) provided along with this Tender as Form Fin – 1,2 of Section V shall be used for quoting rates/ offer.

- (i) The bidder therefore has to quote in the BOQ only rates against the estimated cost.
- (ii) While working out the price bid, 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 service charge quoted by the Bidder except for GST which will be paid as per existing rules and regulations at the time of payment. **The rate 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).

**11. Extension of Bid Submission Date**

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

**12. Late Proposals**

- 12.1 Online proposals received by the National Inland Navigation Institute 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  
National Inland  
Navigation Institute**

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 National Inland Navigation Institute 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 National Inland Navigation Institute 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 National Inland Navigation Institute 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 National Inland Navigation Institute, 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.

1 A Bid shall be considered responsive only if:

5.4.1

- 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 5.1 & 6 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 fulfills 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 National Inland Navigation Institute may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. National Inland Navigation Institute however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The National Inland Navigation Institute's request for clarification and the response shall be in writing.

- 15.6 The National Inland Navigation Institute 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 National Inland Navigation Institute may consider appropriate will be announced by the National Inland Navigation Institute 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.

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

At least 100% of the estimated cost of this work to qualify for this work.

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 **Technical Evaluation**

The Bidder must qualify in all Technical parameters as given in Clause no. 3 & 16.

**Financial Evaluation & Final Evaluation**

**Price Bids of only those bidders who qualify in Technical Evaluation 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 the case of two or more bidders quoting the same rate the bidder with higher average turnover 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 National Inland Navigation Institute'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 National Inland Navigation Institute 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 Firm/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 Firm/ 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 National Inland Navigation Institute 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 Firm/ Agency will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of Performance Security, within 21 days of issuance of the LOA.

17.3 The Firm/Agency 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**

<b>Reference</b>	<b>Particulars</b>	<b>Description</b>
ITB 2.1	National Inland Navigation Institute	The Director (I/C), National Inland Navigation Institute (NINI), Gaighat, Gulzarbagh, Patna-800007.
ITB 2.1	Method of Selection	L1 Bidder Method
ITB 2.2	Name of the Assignment / Job	AMC for Operation & Maintenance of Swimming Pool at NINI for the period January-2022 to December-2022
ITB 2.3	a) Date for submission of Bid and  b) Address for submission of hard copy of POA & payment instruments (Tender Fee & EMD)	<b>Date : 22.12.2021.</b> <b>Time : 16:00 Hrs (IST)</b> <b>Submission : Online submission</b> <b>Address:</b> Director(I/C) National Inland Navigation Institute (NINI),, Gaighat, Gulzarbagh, Patna-800007.
ITB 4	Pre Bid Meeting	<b>Date:</b> ..... <b>Venue:</b> <del>National Inland Navigation Institute (NINI), Gaighat, Gulzarbagh, Patna 800007.</del>
ITB 5.1	Last Date of seeking clarifications	<b>Date:-</b> 03.01.2022 <b>Email Id:-</b> oic@niniedu.in
-	Estimated cost of this work	INR 8,73,732.00 <b>Including GST</b>
ITB 5.1	EMD	INR 17,475/-
ITB 6	Tender Fee	INR 2360/(incl. 18% GST) Tender fee for the amount mentioned above shall be deposited to IWAI NINI Fund through RTGS in the following account: <b>i. Name of Bank Account:</b> IWAI NINI Fund <b>ii. Bank Name and Address:</b> Bank of Baroda Gulzarbagh Patna-800007. <b>iii. Bank Account number:</b> 24600200000228 <b>iv. IFSC:</b> BARBOGULZAR
ITB 6.1	Minimum Bank Solvency	40% of the estimated cost of this work i.e. Rs. 3,49,133.00



Reference	Particulars	Description
ITB 6.5	Bid Validity Period	120 days after last date of Bid Submission
ITB 3.2&ITB 16.1.1	Similar Works	AMC for Operation & Maintenance of Swimming Pool in Central/State/PSU organizations.
ITB 6.7	JV / Consortium	<i>JV/ Consortium not allowed</i>
ITB 10.1	Authorized Representative	<b>Name: Director(I/C)</b>
	Duration of the work	Initially for 3 months from Jan-22 to March-22. May be extended further after approval of competent authority subject to the Sanctioned Scheme for F.Y. 2022-23.
ITB 15.3	Bid Opening date	<b>Date : 04.01.2022</b> <b>Time : 15:30hrs</b>
ITB 16.2.3	Technical Evaluation	Please refer ITB 16.2.3 for details of Technical Evaluation
ITB 17.3	Location of Assignment	National Inland Navigation Institute, Gaighat, Gulzarbagh, Patna-800007.
-	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 Security	<b>3%</b> of the quoted amount to be deposited at the time of agreement in the form of RTGS/NEFT from nationalized / scheduled bank.
-	Security Deposit	<b>5%</b> of the quoted amount in terms of the General Conditions of Contract.



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

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

To,  
**The Director(I/C  
IWAI, Gaighat,  
Gulzarbagh, Patna-800007**

**Sub: AMC for Operation & Maintenance of Swimming Pool at NINI  
for the period January-2022 To December-2022**

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 in favour of IWAI NINI Fund payable at Patna from Nationalised / Scheduled bank of India as per the details given therein:

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

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the last date of Bid Submission or extension thereto as required by the IWAI/NINI 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 EMD, as aforesaid and IWAI/NINI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD 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 fulfill all the terms and conditions and provisions of this tender. No interest is payable on EMD and/ or Security Deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of 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 National Inland Navigation Institute 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 National Inland Navigation Institute 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 Works<sup>1</sup>” have been defined in Section III: Bid Data Sheet

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

**Firm's Name** : .....

**Authorized Signature** : .....

**Notes:**

- 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.

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

<sup>2</sup> 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.

<sup>3</sup> 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](http://www.xe.com), [www.oanda.com](http://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.	2018-19	
2.	2019-20	
3.	2020-21	
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 with UDIN**

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 with UDIN)**

**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 at .....who is presently employed with / retained by us and holding the position of ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "AMC for Operation & Maintenance of Swimming Pool at NINI for period January-2022 to December-2022. The selection of Firm/Agency for National Inland Navigation Institute (the "National Inland Navigation Institute") 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 National Inland Navigation Institute, representing us in all matters before the National Inland Navigation Institute, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the National Inland Navigation Institute 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 National Inland Navigation Institute.

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....., 2021**

For ...

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

**Witnesses:**

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

**Accepted**

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

**Notes:**



1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised 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 legalised 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:**.....

**Director(I/C**  
**NATIONAL INLAND NAVIGATION INSTITUTE**  
**Gaighat, P.O.- Gulzarbagh, Patna- 800007**

**Kind Attention:**.....*(insert name of authorized representative)*

**Sub: Declaration from the Bidder**

**Tender Reference No:** IWAI/NINI/SWIMMING POOL/2021-22.

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 <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> 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 4L: List of Ongoing Assignments**

<b>Sl. No.</b>	<b>Full Postal Address of Client &amp; Name of officer-in-charge</b>	<b>Description of the work including similar works</b>	<b>Value of contract</b>	<b>Date of commencement of work</b>	<b>Scheduled completion period</b>	<b>Average completion as on date</b>	<b>Expected date of completion</b>



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

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

*[Location, Date]*

To:

Director(I/C)  
NATIONAL INLAND NAVIGATION INSTITUTE,  
Gaighat, P.O.- Gulzarbagh, Patna- 800007.

Dear Sir,

We, the undersigned, offer to provide the services for the Assignment / Job for AMC for Operation & Maintenance of Swimming Pool at NINI for period January-2022 to December-2022 in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is of Rs..... of the Cost to our Organization (CTO) *[Insert percentage of the CTO]*, against submission of proof of payment. This amount 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, i.e. before the date indicated in .....clause.....

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

<b>Tender Inviting Authority: INLAND WATERWAYS AUTHORITY OF INDIA</b>						
<b>Name of Work: AMC for Operation &amp; Maintenance of Swimming Pool at NINI for period January-2022 to December-2022</b>						
<b>Contract No: IWAI/NINI/SWIMMING POOL/2021-22</b>						
Name of the Bidder/ Bidding Firm / Company : .....						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
Sl. No.	Item Description	QTY	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT With Taxes/ GST in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1.	AMC for Operation & Maintenance of Swimming Pool at NINI for period from January-2022 to December-2022 with deployment of 2 nos. Operators, Supply of Chemical for maintaining Swimming Pool Water crystal clear all days, Supply of Cleaning materials & consumables for keeping the surrounding area, bathrooms, changing room clean & hygienic and minor repairs.		LS			
			Total			INR .....
			<b>Total Rs.</b>			
<b>Quoted Rate in Words</b>		INR .....Only				

**Note:-**

- i. It may be noted that the successful bidder will have to pay the wages equal to the minimum wages/remuneration as per Govt. of India minimum wages order dated 28.10.2021 to the deployed manpower for AMC for Operation & Maintenance of Swimming pool at NINI every month and submit the proof.**
- ii. If after the opening of financial bids, it is found that any two bidders have quoted similar rates, then the bidder with the highest average annual turnover will award the work.**
- iii. Quoted rates will be including GST.**

---

**Authorized Signature**

**Name** : .....  
**Designation** : .....  
**Name of Firm** : .....  
**Address** : .....

**Note: -2**

1. Payment to the deployed staff shall be paid on or before 10th of every calendar month.
2. The contractor shall enclose the proof of payment, EPF & ESI contribution (as applicable) of preceding month made by him to the statutory authorities to be enclosed with the bill for making him eligible for payment of his monthly bill.
3. An employer (outsourced agency) is liable to pay his contribution in respect of every employee and deduct employee's contribution from salary/wages bill and shall pay these contributions as applicable to the Corporation.
4. If enhancement in Minimum wages (Central), then the enhancement wages for deployed personnel will be reimbursed to the firm/agency on actual basis on submission of proof of its remittance along with reimbursement of rate as quoted by the firm/agency.
5. Presently, the deployed person those who have already EPF registration number and if their wages are more than Rs.7548/- than EPF as applicable have to submit by the agency both employee and employer part as per Govt. rule if required.
6. Presently, EPF for deployed person is not applicable for those whose wages is more than Rs.15,000.00 and as per Govt. rule those pay is more than Rs.15,000.00 they will not eligible for getting benefit of EPF. Further, ESI is applicable for @4.00% for above staff and as per Govt. rule for those whose wages is below Rs 21000/- they will eligible for getting benefit of ESI. If any changes in Govt rule and same will applicable and will comply by the agency.

Signature of Contractor





## **SECTION –VI:TERMS OF REFERENCE (ToR)**

## **1. Introduction**

National Inland Navigation Institute (NINI) has been setup by Inland Waterways Authority of India (IWAI) to develop human resource for Inland Water Transport sector. The institute provides induction, up gradation and professional development training to the manpower for manning, operating inland vessels and to the IWAI staff for development of waterways and for repair and maintenance of vessels.

NINI provides fully residential Course for trainees seeking fresh employment in the sector. The training conforms to syllabus promulgated by the state water transport department as per Inland vessel Act 1917 for obtaining respective certificate of competency. Personnel trained at NINI can work on board Inland vessels owned by Government, Public, and Private sector on deck and in engine room depending upon their training, qualification and certification acquired by them.

The institute arranges professional development courses on hydrographic surveying, dredging, repair, maintenance & operations of Inland vessels as well as on river training and morphing.

The institute is uniquely positioned to offer a complete spectrum of training in Inland water transport sector. NINI can design company specific courses tailor cut to the requirements of the organization. The institute is ISO 9001:2015 certified by American Bureau of Shipping and international quality certifying authority.

The Institute is approved by Director General of Shipping to Conduct the NCV Preparatory Course for NWKO (Near Coastal Voyages) and Basic Safety Courses. The Institute is also approved by Directorate General of Shipping to Conduct the courses of Ship Maneuvering Simulator (SMS), Electronic Chart Display Information System (ECIDS) and Basic STCW Course 2010.

## **2. Brief about Project**

NINI provides fully residential Course for trainees seeking fresh employment in the sector. The training conforms to syllabus promulgated by the state water transport department as per Inland vessel Act 1917 for obtaining respective certificate of competency. Personnel trained at NINI can work on board Inland vessels owned by Government, Public, and Private sector on deck and in engine room depending upon their training, qualification and certification acquired by them.

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The Institute is approved by Director General of Shipping to Conduct the NCV Preparatory Course for NWKO (Near Coastal Voyages) and Basic Safety Courses. The Institute is also approved by Directorate General of Shipping to Conduct the courses of Ship Maneuvering Simulator (SMS), Electronic Chart Display Information System (ECIDS) and Basic STCW Course 2010.

**3. Objectives :-** AMC for Operation & Maintenance of Swimming Pool at NINI for the January-2022 To December-2022 (initially up to March 2022 and thereafter to be extended as per the sanctioned scheme and approval of competent authority) .

**4. Detailed scope of work:-**

4.1 The Contractor will be fully responsible for entire Operation & Maintenance of Swimming Pool including the cost of material (Chemical, Chlorine etc.) required from time to time for maintaining the water crystal clear all days.

4.2 The Contractor shall be responsible for maintenance of the swimming pool as per Byelaws of Bihar Govt and Police Authority.

4.3 The Operators so deployed by the Contractor in the Swimming Pool will carry out the following duties:-

- I. Meet the health requirements of the each bather.
- II. Maintain sanitation in bathhouse / change room.
- III. Test the water before each session and maintain its record.
- IV. Ensure the blend of chemical / chlorine etc. added in the swimming pool water to be as per Health Trade License standards.
- V. In case of any loss of health due to poor sanitation or water treatment the Contractor shall be held responsible.

4.4 The life guard shall perform following functions:-

- I. To prevent unauthorized use of Swimming Pool by any person other than trainee officers visiting NINI unless allowed by NINI.
- II. To pay attention to any security /safety related matter.
- III. To introduce the pool to officers.
- IV. To ensure fitness of officers.
- V. To provide safety to officers and keep safety and saving equipments always in order to be used.

4.5 The work of maintenance of swimming pool shall include:-

- I. Mixing of chemicals / chlorine which will be supplied by Contractor at his cost.
- II. General cleaning, floor brooming, cleaning changing rooms, bathrooms & toilets, pump room, store room, surrounding area and shall ensure

that the swimming Pool, its surrounding areas and bathroom & toilets etc. are kept clean and hygienic at all times.

- III. The Contractor shall arrange all types of Chemicals & consumables as and when required at his cost.
- IV. Minor repair up to Rs. 5000 will be borne by the contractor, however in case of any major repair contractor should inform the office with an estimate for the approval of the Competent Authority for the rectification of the same.

**5. OTHER FUNCTIONS OF CONTRACTOR INCLUDE:-**

- 5.1 To carry out the vacuum cleaning to clear the bottom of pool and keep it free from all dust particles as and when required.
- 5.2 To ensure washing the filter to keep the high reading of pressure gauge maintained on the filter at the required level.
- 5.3 To treat swimming pool water suitably with chemicals.
- 5.4 To keep the chlorine level and PH level of water at normal position.
- 5.5 To check all the electrical system, recirculation pump, washer ball, valves etc. completely during every operation.
- 5.6 To check under water lights and their transformers periodically to keep them working.
- 5.7 To check every day chlorine PH levels and maintain its records.
- 5.8 To clean water line of tiles.
- 5.9 To clean vacuum pool floor, if needed.
- 5.10 To check and maintain filter gauges.
- 5.11 To check over flow channel and clean if required.
- 5.12 To clean the tiles around the pool.
- 5.13 To check and clean all other things essential for maintenance and operation of swimming pool and fountain.
- 5.14 To operate and maintain fountain as per timings specified by NINI.
- 5.15 To perform any other function not specified above with regard to proper upkeep running and maintenance of swimming pool.
- 5.16 Chemicals such as chlorine, Alum etc. and any other items that are used for the maintenance purpose will be purchased by the Contractor and the Institute will not pay any amount for such items.
- 5.17 To ensure that water quality in the pool shall be as per standards issued

by the Bureau of Indian Standards (BIS). The Contractors shall test the quality of water periodically as per the standards and maintain a proper record of this. The Contractor shall also maintain water testing kit at the site.

- 5.18 To ensure that tubes and swim suites provided by NINI are returned/ deposited after the termination or expiry of this contract to the company.
- 5.19 To ensure that life guard is qualified as per Govt. Regulations.
- 5.20 To ensure that all the employees of the Contractor shall be issued Identity cards bearing their photographs.
- 5.21 To provide uniform and ensure that the uniform is clean and well maintained.
- 5.22 That the Contractors will be responsible for all the expenses incurred by the swimmer(s) if he (they) suffers (suffer) any disease/ infection/ injuries on account of non- standard chemical used by the Contractor for maintaining the swimming pool.
- 5.23 To ensure that students wear swimming costumes while swimming.
- 5.24 To ensure that those who do not know swimming are not allowed entering the pool.
- 5.25 To ensure that Life Guard is expert in saving the life in case of emergency.
- 5.26 To ensure that all safety devices are available at swimming pool at all times and no one enters the pool without using them.
- 5.27 Repair of plant, suction pump etc. will be the responsibility of the Contractor. Cost for repairs more than Rs. 5000 will be borne by NINI after submission of work completion and certified bill.
- 5.28 To ensure that swimming pool is operated as per timing instructed by NINI.
- 5.29 To ensure that lights of swimming pool are working condition. Cost for repair / replacement will be borne by NINI.
- 5.30 The work will involve in the operation of filter plant of swimming pool every day including Sunday & Holidays.
- 5.31 All the floating dirt & leaves will be removed from the swimming Pool and surrounding areas.
- 5.32 Suction sweeper Bottom Cleaner will be operated regularly to remove settled dirt from pool floor for maintaining cleanliness and hygiene in Swimming pool.

- 5.33 Water leaves will be checked in pool & balancing tank filtration plant will be operated at proper working pressure.
- 5.34 Water samples should be taken and tested four times a day for residual chlorine and pH parameter and chlorination treatment with other chemical dosing treatment will be administrated as per water parameters.
- 5.35 After dosing, the parameters will be rechecked and record of residual chlorine and pH will be maintained in log book.
- 5.36 Pool scum / overflow channels and balancing tank will be cleaned as per requirement to maintain in the log book.



**SECTION-VII: GENERAL CONDITIONS OF CONTRACT  
(GCC)**

## SECTION VII: GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

#### 1.1 Definitions

- 1.1.1 **“National Inland Navigation Institute”** means the Chairperson, Inland Waterways Authority of India and his successors.
- 1.1.2 **“Authority / Department / Owner”** shall mean the National Inland Navigation Institute, 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 **“Director(I/C”** means the Director(I/C 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 **“Firm/Agency”** 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 Firm/Agency’s successors, executors, representatives or assigns approved by the Officer .
- 1.1.8 **"Firm/Agency's Representative"** means the person named by the Firm/Agency in the Contract or appointed from time to time by the Firm/Agency, who acts on behalf of the Firm/Agency.
- 1.1.9 **"National Inland Navigation Institute's Personnel"** means the Officer , the assistants and all other staff, labour and other employees of the Officer and of the National Inland Navigation Institute; and any other personnel notified to the Firm/Agency, by the National Inland Navigation Institute or the Officer , as National Inland Navigation Institute's Personnel.
- 1.1.10 **"Firm/Agency's Personnel"** means the Firm/Agency's Representative and all personnel whom the Firm/Agency utilizes on Site, who may include the staff, labour and other employees of the Firm/Agency and of each Sub



Firm/Agency; and any other personnel assisting the Firm/Agency in the execution of the works.

- 1.1.11 **“Director(I/C) or Officer ”** means the National Inland Navigation Institutes personnel authorized to direct, supervise and be in-charge of the works on behalf of the National Inland Navigation Institute.
- 1.1.12 **“Director(I/C) representative / assistant”** shall mean any officer of the Authority nominated by the Officer for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- 1.1.13 **"Contract"** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairperson, Inland Waterways Authority of India and the Firm/Agency, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.1.14 **“Party”** means either the National Inland Navigation Institute or the Firm/Agency as the case may be and **“Parties”** means both of them.
- 1.1.15 **"Commencement Date"** means the date notified under clause 12.1.
- 1.1.16 **"Day"** means a calendar day beginning and ending at mid-night.
- 1.1.17 **“Week”** means seven consecutive calendar days.
- 1.1.18 **“Month”** means one Calendar month
- 1.1.19 **“GCC”** means the General Conditions of Contract.
- 1.1.20 **“SCC”** means the Special Conditions of Contract.
- 1.1.21 **“Work / Works”** means work / works to be executed in accordance with the contract.
- 1.1.22 **“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.

- 1.1.23 **“Letter of Acceptance”** means the formal letter issued by the National Inland Navigation Institute to successful bidder to notify the acceptance of the offer of Firm/Agency 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 Firm/Agency in accordance with the terms and conditions of the contract.
- 1.1.24 **“Bill of Quantities”** means the price schedule and complete bill of quantities forming part of the Contract.
- 1.1.25 **“Contract Price”** means the price as specified in the letter of acceptance subject to additions and adjustments thereto or deductions there from as may be made pursuant to the offer.
- 1.1.26 **“Cost”** means all expenditure reasonably incurred (or to be incurred) by the Firm/Agency, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.27 **“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.
- 1.1.28 **“Applicable Law”** means the laws and any other instrument having the force of law in India for the time being.
- 1.1.29 **“Approval”** means consent by the National Inland Navigation Institute 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, Hindi.

#### **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) Annexures.
- (h) The Technical Specification
- (i) Addendum / Corrigendum
- (j) Technical Bid
- (k) Post bid correspondences and any other document forming part of contract.

If any ambiguity or discrepancy is found in the documents, the National Inland Navigation Institute /

Officer 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.

## 3. **Signing of Agreement**

3.1 (a) The parties to the contract are the Firm/Agency and the owner.

### (b) **Authority of Persons signing the Contract on behalf of the Firm/Agency**

A person signing the tender or any other document in respect of the contract on behalf of the Firm/Agency without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Firm/Agency. If it is discovered at any time that the person so signing had no authority to do so, the Chairperson 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 Firm/Agency and notices & communication on behalf of the Owner**

(i) For all purposes of the contract including arbitration there under, the address of the Firm/Agency mentioned in tender shall be the address to which all communication addressed to the Firm/Agency shall be sent, unless the Firm/Agency has notified a change by a separate letter containing no other communication and sent by registered post due to The Director(I/C, Inland Waterways Authority of India, Gaighat, Gulzarbagh, Patna- 800007. The Firm/Agency 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 Firm/Agency by the owner, and such communications and notices may be served on the Firm/Agency 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 Chairperson**

For all purposes of the contract including arbitration proceeding there under, the Chairperson 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 Firm/Agency shall be required to deposit an amount equal to 3% 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 @ 5% of the gross amount of the bill shall be deducted from the bill of the Firm/Agency 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 5% 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 Firm/Agency within 21 days of the completion of the aforesaid period. In case of extension of time, the Firm/Agency 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 Officer is satisfied that there is no demand outstanding against the Firm/Agency.

- 4.5 No interest will be paid on security deposit.
- 4.6 If the Firm/Agency 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 Firm/Agency. However, if the Firm/Agency 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 Firm/Agency 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 Firm/Agency.
- 4.7 In case of delay in the progress of work, the Owner shall issue to the Firm/Agency a notice in writing pointing out the delay in progress and calling upon the Firm/Agency 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 Firm/Agency and if necessary, forfeit the Security Deposit.
- 4.8 All compensation or other sums of money payable by the Firm/Agency 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 Firm/Agency by the Owner on any account whatsoever. Also in the event of the Firm/Agency's Security Deposit falls short of such deductions or sale, as aforesaid the Firm/Agency shall, within 14 days of receipt of notice of demand from the National Inland Navigation Institutes representative make good the deficit in his Security Deposit.

**5. Sufficiency of  
Tender**

- 5.1 The Firm/Agency 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, Hindi.
- 6.2 The Firm/Agency shall be furnished free of charge certified true copy of the contract document.
- 6.3 A copy of the Contract Documents furnished to the Firm/Agency as aforesaid shall be kept by the Firm/Agency on the Site in good condition and the same shall at all reasonable time be available for inspection and use by the Director(I/C), his representatives or by other Inspecting officers of the Authority.
- 6.4 None of these Documents shall be used by the Firm/Agency for any purpose other than that of this contract.

## **7. Change in the Constitution of The Firm to be Intimated**

- 7.1 Where the Firm/Agency is a partnership firm, prior approval in writing of the Director(I/C) shall be obtained before any change is made in the constitution of the firm. Where the Firm/Agency is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the Firm/Agency enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the Firm/Agency. If prior approval as aforesaid is not obtained the Firm/Agency 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.

## **8. Commencement of Work**

- 8.1 The Firm/Agency shall commence the work and supply the manpower at the respective sites within 15 days of the issue of Contract Agreement. If the Firm/Agency commits default in mobilization of resources, as aforesaid, the Director(I/C) shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.



- 9. Laws Governing the Contract** The Courts at Patna only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.
- 10. Force Majeure**
- 10.1 The term Force Majeure shall herein mean Riots (other than among the Firm/Agency'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 Firm/Agency's negligence and other such causes over which the Firm/Agency has no control and are accepted as such by the Director(I/C), 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.
- 10.2 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.
- 10.3 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.
- 11. Liquidated Damages for Delay**
- 11.1 If the Firm/Agency fails to complete the work of making Short Film, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation at the rate of ½% per week of delay to be computed on the total value of the contract subject to a maximum of 10% of the total value of the contract.



- 11.2 The amount of liquidated damages may be adjusted or set-off against any sum payable to the Firm/Agency under this or any other contract with the authority.
- 11.3 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.
- 11.4 Payment of such damages shall not relieve the Firm/Agency of his obligation to complete the work or from any other of his obligation or liabilities under the contract.
- 12. Tax Deduction At Source** 12.1 TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract.
- 13. Payment of final bill** 13.1 The final bill shall be submitted by the Firm/Agency within one month from the date of completion of the work or of the date the certificate of completion furnished by the Director (I/C). No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within 30 days.
- 14. Finality clause** 14.1 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 Director (I/C) which shall be given in writing shall be final and binding on the Firm/Agency.
- 15. Settlement of disputes & arbitration.** 15.1 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 Firm/Agency 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 Director(I/C) 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 Director(I/C) request the Director(I/C in writing through the Director(I/C) for written instruction or decision. Thereupon, the Director (I/C shall give his written instructions of the decision within a period of one month from the receipt of the Firm/Agency's letter. However, this will not be reason for the stoppage of work.
- (b) If the Director(I/C fails to give his instructions or decision in writing within the aforesaid period or if the Firm/Agency is dissatisfied with the instruction or decision of the Director(I/C, the Firm/Agency may, within 15 days of the receipt of Director(I/C's decision, appeal to the Chairperson, IWAI who shall afford an opportunity to the Firm/Agency to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairperson, IWAI shall give his decision within 30 days of receipt of Firm/Agency's appeal. If the Firm/Agency is still dissatisfied with his decision, the Firm/Agency shall within a period of 30 days from receipt of the decision, give notice to the Chairperson, 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.
- 15.2 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 Chairperson, IWAI.
- 15.3 Further, within thirty (30) days of receipt of such notice from either party, the Director(I/C) of work at the time of such dispute shall send to the Firm/Agency 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 Firm/Agency within fifteen (15) days of receipt of such

panel communicate to the Director(I/C) the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairperson, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.

Provided that if the Firm/Agency fails to communicate the selection of a name out of the panel so forwarded to him by the Director(I/C) then after the expiry of the aforesaid stipulated period the Chairperson, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

- 15.4 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 Chairperson 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.
- 15.5 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.
- 15.6 The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.
- 15.7 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.
- 15.8 The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the National Inland Navigation Institute shall be withheld on account of such proceedings except to the extent, which may be in dispute.
- 15.9 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 there under 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 Patna. 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 22<sup>nd</sup> May 2018.

#### 15.10 **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 Patna and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

**16. Interest**

16.1 No interest shall be payable on account due to the Firm/Agency against final bills or any other payment due under the contract.



## **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 signed by the Authorized Signatory / Competent National Inland Navigation Institute on behalf of IWAI)***

This Integrity Agreement is made at ..... on this .....day of ..... 2021.

BETWEEN

Chairperson, Inland Waterways Authority of India represented through.....(*insert name of authorised representative*), Inland Waterways Authority of India, Gulzarbagh, Gaighat, Patna- 800007.

IWAI, (Hereinafter referred to as the ‘National Inland Navigation Institute’, 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/Firm/Agency” and which  
expression shall unless repugnant to the meaning or context hereof include its  
successors and permitted assigns).

**Preamble:**

WHEREAS the National Inland Navigation Institute has floated the Tender (NIT No.: IWAI/.....) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for“..... (*insert name of assignment*)”

AND WHEREAS the National Inland Navigation Institute 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 Firm/Agency(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 National Inland Navigation Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the National Inland Navigation Institute, 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 National Inland Navigation Institute will, during the Tender process, treat all Bidder(s) with equity and reason. The National Inland Navigation Institute 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 National Inland Navigation Institute shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the National Inland Navigation Institute 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 National Inland Navigation Institute will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.



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

1. It is required that each Bidder/Firm/Agency (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)/Firm/Agency(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)/Firm/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the National Inland Navigation Institute'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)/Firm/Agency(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)/Firm/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Firm/Agency(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 National Inland Navigation Institute as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Firm/Agency(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Firm/Agency(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)/Firm/Agency(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)/Firm/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Firm/Agency(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 / National Inland Navigation Institute's interests.
5. The Bidder(s)/Firm/Agency(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 National Inland Navigation Institute under the law or the Contract or its established policies and laid down procedures, the National Inland Navigation Institute shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Firm/Agency(s) and the bidder/Firm/Agency accepts and undertakes to respect and uphold the National Inland Navigation Institute's absolute right:

1. If the Bidder(s)/Firm/Agency(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 National Inland Navigation Institute after giving 14days' notice to the Firm/Agency shall have powers to disqualify the Bidder(s)/Firm/Agency(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Firm/Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the National Inland Navigation Institute. Such exclusion may be forever or for a limited period as decided by the National Inland Navigation Institute.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the National Inland Navigation Institute 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 National Inland Navigation Institute apart from exercising any legal rights that may have accrued to the National Inland Navigation Institute, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Firm/Agency.
3. Criminal Liability: If the National Inland Navigation Institute obtains knowledge of conduct of a Bidder or Firm/Agency or of an employee or a representative or an associate of a Bidder or Firm/Agency which

constitutes corruption within the meaning of IPC Act, or if the National Inland Navigation Institute has substantive suspicion in this regard, the National Inland Navigation Institute 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/Firm/Agency as deemed fit by the National Inland Navigation Institute.
- 3) If the Bidder/Firm/Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the National Inland Navigation Institute may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Firm/Agencys**

- 1) The Bidder/Firm/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The National Inland Navigation Institute will enter into Pacts on identical terms as this one with all Bidders and Firm/Agency.
- 3) The National Inland Navigation Institute will disqualify Bidders / Firm/Agencys, who do not submit, the duly signed Integrity Pact between the National Inland Navigation Institute and the Bidder / Firm/Agency, 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 National Inland Navigation Institute.

**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 National Inland Navigation Institute, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Firm/Agency 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 National Inland Navigation Institute 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 National Inland Navigation Institute)**

.....  
**(For and on behalf of Bidder/Firm/Agency)**

**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 Director(I/C)  
National Inland navigation Institute  
Ministry of Ports, Shipping & Waterways Govt. of India  
Gulzarbagh, Gaighat  
Patna (Bihar)  
Pin- 800007.

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

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the National Inland Navigation Institute stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the National Inland Navigation Institute 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 **Firm/Agency's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR ..... (Rupees.....only).

2. We, **(Bank)** undertake to pay the National Inland Navigation Institute any money so demanded notwithstanding any dispute or disputes raised by the **Firm/Agency** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Firm/Agency** shall have no claim against us for making such payment.
3. We, **(Bank)** further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the National Inland Navigation Institute in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the National Inland Navigation Institute 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 Firm/Agency 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 National Inland Navigation Institute 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 National Inland Navigation Institute that the National Inland Navigation Institute 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 **Firm/Agency** from time to time or to postpone for any time or from time to time any of the powers exercisable by the National Inland Navigation Institute against the said **Firm/Agency** and to forbear or enforce any of the terms and conditions relating to the said Agreement



and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Firm/Agency** or for any forbearance, act or omission on the part of the National Inland Navigation Institute or any indulgence by the National Inland Navigation Institute to the said **Firm/Agency** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the National Inland Navigation Institute to proceed against the **Firm/Agency** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the National Inland Navigation Institute may have obtained or obtain from the **Firm/Agency** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
  
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the National Inland Navigation Institute. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL YOUR RIGHTS UNDER THE GUARNTTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
  
7. This Guarantee will be discharge even there is a change in the constitution of the Bank or the **Firm/Agency**.

8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the National Inland Navigation Institute in writing.

Dated the ..... of ..... 2021  
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 National Inland Navigation Institute on behalf of IWAI/NINI)***

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

**AGREEMENT**

**BETWEEN**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**AND**

**FIRM/AGENCY**

This agreement made on this.....day of.....Two Thousand Twenty One between Inland Waterways Authority of India, Gaighat, Gulzarbagh, Patna-800007 (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 “**Firm/Agency**“, 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 FIRM/AGENCY 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 Firm/Agency 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 “Firm/Agency” 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 Firm/Agency 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**

**For and on behalf of**

***(Inland Waterways Authority of India)*** ***(Firm/Agency)***

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Stamp*

*Stamp*

**Witness – I**

**Witness – I**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

*Stamp*

*Stamp*

**Witness – II**

**Witness – II**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

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:**

**Director (I/C,  
National Inland Navigation Institute,  
Gaighat, Gulzarbagh, Patna – 800007.**

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

**Tender Reference No: IWAI/NINI/SWIMMING POOL/2021-22**

**5. Name of Tender/Work: - AMC for Operation & Maintenance of swimming Pool at NINI for the Period January-22 to Dec-22.**

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](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), 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)**

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