



## **'E' TENDER DOCUMENT**

FOR

**OUTSOURCING OF TRANSPORT VEHICLE FOR THE USE OF  
OFFICIAL PURPOSE AT IWAI, REGIONAL OFFICE, PANDU PORT,  
GUWAHATI DURING 2021-22**

**TENDER No. IWAI/GHY/3(13)/OTV/2021-22**

भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण  
**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Ports, Shipping and Waterways Govt. of India)  
(पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारतसरकार)  
Pandur Port Complex, Pandu, Guwahati-781012 (Assam)  
Tel (0361) 2673925, 2676929, 2570099  
**E mail:- iwaighy@yahoo.com , Web Site:- www.iwai.nic.in &  
https://eprocure.gov.in/eprocure/app**



## FORM OF TENDER

To,  
THE DIRECTOR,  
INLAND WATERWAYS AUTHORITY OF INDIA,  
PANDU PORT COMPLEX, PANDU,  
GUWAHATI – 781 012 (ASSAM).

**Sub: Tender for “Outsourcing of transport vehicle for the use of official purpose at IWAI, Regional Office, Pandu Port, Guwahati during 2021-22”.**

Sir,

1. Having going through the all the terms & conditions of the tender document, I/ We hereby tender for execution of the work referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.
3. I am tendering for the works mentioned in the table below and submitting the EMD separately through RTGS/NEFT in favour of “**IWAI FUND PLAN**” as per the details given therein:

Sl. No.	Name of work	RTGS/ NEFT No.& Date	EMD (Rs.)	Details of Bank (Name of Bank, Branch and address)
A.	<b>Outsourcing of transport vehicle for the use of official purpose at IWAI, Regional Office, Pandu Port, Guwahati during 2021-22.</b>			

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to any other right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents 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 to abide by and fulfil all the terms

and conditions and provisions of this tender. No interest is payable on earnest money deposit 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 employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.
9. I/ We understand that you are not bound to accept the lowest or any tender you 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.....FAX No:.....

e-mail:.....

Witness :

Signature.....

Name : .....

Occupation .....

Address .....

Telephone No.....

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## **INLAND WATERWAYS AUTHORITY OF INDIA**

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

Pandu Port Complex, Pandu, Guwahati – 7810012, Assam

Telephone Nos. 0361-2676925/29, 2570099

### **NOTICE INVITING TENDER No.**

#### **IWAI/GHY/3(13)/OTV/2021-22**

1. **Name of Work:** Outsourcing of transport vehicle for the use of official purpose at IWAI, Regional Office, Pandu Port, Guwahati during 2021-22.
  2. Inland Waterways Authority of India (IWAI) invites online tenders/ bids in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from reputed transporters/fleet owners having capacity to supply the required numbers of vehicles on hire basis for the use of official purpose at Inland Waterways Authority of India, Regional Office, Pandu Port, Guwahati on contract/outsourcing basis through **e-tendering**. The tenders will be placed online at <https://eprocure.gov.in/eprocure/app>
  3. **Date of Publishing of e-tender: 22.04.2021**
  4. **Download start date & time: 22.04.2021 at 17:00 hrs.**
  5. **Submission start date & Time: 29.04.2021 at 10:00 hrs.**
  6. **Bid Closing/Document Download End Date & Time: 05.05.2021 at 15:00 hrs.**
  7. **Bid Opening Date & Time: 06.05.2021 at 15:30 hrs.**
  8. **Cost of Tender Document (Tender Fee) :Rs. 1180/- including GST@18%**
  9. The tender document can be downloaded from the IWAI's website [www.iwai.nic.in](http://www.iwai.nic.in) and CPP Portal Website <https://eprocure.gov.in/eprocure/app>. Bidders participating in e-tender process are required to deposit non-refundable Tender fee Rs.1180/- (Rupees One thousand one hundred eighty only) including GST towards the tender cost to **'IWAI FUND PLAN'** through RTGS/ NEFT in the following Account:  
  
**Name of Bank Account:** IWAI FUND PLAN  
**Bank Name & Address:** PUNJAB NATIONAL BANK MALIGAON  
**Account No.** : 4589001800000074  
**IFSC** : PUNB0458900  
**GST No. of IWAI** : 18AATI7021F1ZX
- The prescribed amount of EMD of this tender is also to be deposited through RTGS/ NEFT to the above account.**  
Bids not accompanied proof of deposition of EMD and tender cost is liable for rejection
11. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 15:00 hrs. on 05.05.2021 and will be opened online on 06.05.2021 at 15:30 hours at IWAI, Regional office, Guwahati. The original RTGS/NEFT for tender fee and EMD should be deposited before closing date and time of submission of bid at Inland Waterways Authority of India, Pandu port Complex, Pandu, Guwahati-781012

except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules.

**Pre-Qualification Criteria:-**

1. The tenderer shall be registered with any Govt. Departments or have working experience with IWAI.
2. The tenderer shall have Permanent Account Number issued by Income Tax Deptt.
3. The tenderer should have Service tax / GST registration. The GST/Service tax is to be shown separately in the bill/invoice by the suitable bidder by whom the above work will be carried out. This tax/applicable part of this tax will be reimbursed on production of proof of remittance of the same.
4. Average annual financial turnover during last three years ending 31<sup>st</sup> March of the previous financial year, should be equal or more than the estimated cost.
5. Should be having experience of undertaking similar works during the last 3 years. The tenderes must enclose copies of experience certificates.
6. The tenderer shall agree to the terms & conditions of the tender and submit the tender duly signed in each page for agreeing the same in technical bid.
7. The tenderer shall submit required Earnest Money Deposit through RTGS/ NEFT. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in Clause 6 of "Instruction for submission of Bid" shall be deemed to be rejected.
8. Audited balance sheets along with turnover, profit and loss account for the last 3 years.

**Note:** The successful completion of the similar work should be supported with a completion certificate issued by the department/ agency for which the work has been executed.

9. Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the **Rs. 2.00** Lakhs.
10. Copy of the labour license from Concerned Authority.
11. The tenderer should have the vehicle registered in his own name and it should be a commercial vehicle. Copy of the registration is to be submitted along with the bid.
12. The tenderer shall submit Tender Cost and the Earnest Money Deposit through RTGS/ NEFT as prescribed before closing date and time of submission of tender. Any/ all submissions made without the Earnest Money Deposit and without the Tender Cost and/ or received after the closing date mentioned shall be rejected.
13. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.
14. Time period of the work is 12 months which may be reduced or extended based on requirement.
15. The tender shall be valid for a period not less than 90 days after the date of opening of tenders.

**DIRECTOR**

## **INLAND WATERWAYS AUTHORITY OF INDIA**

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

### **INSTRUCTIONS FOR SUBMISSION OF BID**

1.0 All covering letters and information to be included in the bid shall be submitted along with the bid itself.

2.0 This tender schedule is only for the work of “Outsourcing of transport vehicle for the use of official purpose at IWAI, Regional Office, Pandu Port, Guwahati during 2021-22”.

3.0

Sl. No	Stretch	Estimated cost (in Rs.)	E.M.D (In Rs.)
A	Outsourcing of transport vehicle for the use of official purpose at IWAI, Regional Office, Pandu port, Guwahati during 2021-22 [Swift Dzire or Toyota Etios (Sedan)]	458400	9200

4.0 Tender should be submitted in two folders viz. **Folder-1** and **Folder-2** and Other Important Documents from the My Space Part, all of these covers should be placed online in website <https://eprocure.gov.in/eprocure/app>.

**Folder -1** : Technical & Commercial Bid.

**Folder-2** : Price Bid of offer.

No other document other than the Price schedule/ schedules should be placed inside Folder – 2 containing price bid otherwise tender will be summarily rejected.

#### **Folder –1:**

The first cover shall be submitted online along with the following documents

- i. Scanned copy of bid document marked original duly completed and signed on every page except prices.
- ii. Scanned copy of the RTGS/ NEFT for the cost of the bidding documents and EMD must be uploaded. The original RTGS/ NEFT is to be deposited in the office before the bid submission closing date & time.
- iii. Scanned copy of experience certificate for similar works completed by the Contractor.
- iv. Scanned copy of Solvency certificate
- v. Scanned copy of GST registration certificate.
- vi. Scanned copy of the labour license from Concerned Authority.
- vii. Permanent Account Number (PAN) issued by Income Tax Department.
- viii. Audited balance sheets along with turnover, profit and loss account for the last 3 years i.e. ending March 2018, 2019 and 2020.
- ix. Registration of the vehicle.
- x. Scanned copy of the registration with any Govt. Deptt. or experience of working with IWAI.
- xi. Scanned copy of a signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

**Non submission of any of the above documents shall lead to disqualification of the bid.**

**Folder-2:**

The second cover shall be submitted online along with the following documents PRICE BID in excel format(BoQ XXXXX) provided along with this tender shall be used for quoting prices/offer.

- 5.0 Bidders are advised to submit quotation strictly based upon technical specification, terms and conditions contained in technical specifications, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.
- 6.0 Earnest Money Deposit as indicated in the Notice inviting tender should be submitted through RTGS/NEFT in favour of **“IWAI FUND PLAN”**. Bids not accompanied with EMD are liable for rejection.
- 7.0 In case the purchaser of the tender document decide not to quote for this work, then the complete set of bid document may kindly be returned to the IWAI.
- 8.0 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.
- 9.0 Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.
- 10.0 Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder’s organization as following:
  10. (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
  10. (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
  10. (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
  10. (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. ‘Satisfactory evidence’ means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
  10. (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished along with the Tender.



10. (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
- 11.0 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 12.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case IWAI requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid
- 13.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 14.0 The Bid documents shall be signed by the bidder on each page.
- 15.0 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers, e-mail ids and other communication details enabling IWAI to contact the bidder in case the need so arise.
- 16.0 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words; the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material/ equipment" etc. is liable to be rejected.
- 17.0 IWAI shall have a unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.
- 18.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit in accordance with tender conditions EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor, the amount of EMD would be adjusted against the Security deposit.
- 19.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 20.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.
- 21.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or

subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.

22.0 The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

23.0 IWAI reserves the right to reject any or all bids without assigning any reasons.

### **INSTRUCTION TO THE CONTRACTORS/BIDDERS FOR THE e.SUBMISSION.**

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

- i) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- ii) Bidder should do the enrollment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page. Portal Enrollment is free of charge During Enrollment/registration; the bidders should provide the correct/true information including valid email\_id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
- iii) Bidder need to login to the site thro’ their user ID/password chosen during enrollment/registration.
- iv) Then the Digital Signature Certificate (Class II or Class III certificates with signing key usage) used by SIFY/TCS/n-Code/e-Mudra or any certifying Authority recognized by CCA India on e-token/Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- vii) After downloading/getting the tender documents/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- viii) If there are any clarifications, this may be obtained online thro’ the tender site, or thro’ the contact details. Bidder should take into account of the corrigendum published before submitting the bid online.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrollment/registration and then by giving the password of the e-token/Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves to the ‘my favourites’ folder.
- xi) From the ‘my favourites’ folder, he selects the tender to view all the details indicated.

- xii) It is construed that the bidder has read all the terms & conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be general PDF/xls/rar/jpj formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2MB. If any document is more than 2MB, it can be reduced through zip/rar and same can be uploaded, if permitted.
- xiv) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any,. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the TFEE / EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in the tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the TFEE/EMD as applicable and enter details of the instruments.
- xix) 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.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- xxi) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- xxii) 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.
- xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- xxiv) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as 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.
- xxv) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents not be opened, due to virus, during tender opening, the bid is likely/ liable to be rejected.
- xxvi) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidder should follow this time during bid submission.
- xxvii) 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 viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxviii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxix) 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.
- xxx) 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.
- xxxi) Any queries relating to the tender document and the terms & conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- xxxii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

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**TERMS & CONDITIONS FOR HIRING A CAR FOR THE USE OF OFFICIAL PURPOSE AT IWAI REGIONAL OFFICE, PANDU PORT, GUWAHATI DURING 2021-22**

1. INTRODUCTION

Inland Waterways Authority of India having office at Guwahati is responsible for planning, execution, development and management of National Waterways-2 for the purpose of Shipping, Navigation and promotion of IWT. National Waterway No. 2 (NW-2) for a length of 891 Km from B.Border to Sadiya stretch of Brahmaputra river was declared as National Waterway 1988. In order to provide necessary facilities for Supervision, monitoring and for execution of the related works of NW-2 and other NWs and IWT in the NE Region, IWAI intends to outsource one transport vehicle for use by its officers and staffs . Under the present tender the scope of the work shall be to supply a Swift Dzire (Maruti Suzuki make) car with manufacturing not more than 2 years, good condition along with a experienced and trained driver for officials use by IWAI officers and employees for different official work and also for tour to different locations in Assam / NE Region.

2 INFORMATION AND INSTRUCTIONS FOR TENDERERS

**GENERAL**

The tender shall be submitted online in the prescribed form and the same shall be signed in all pages and in all copies properly as laid down hereunder:

(a) If the tender is submitted online by an individual or a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

(b) If the tender is submitted online by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address (s) or by a partner holding the power of attorney for the firm by 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 tenders.

(c) If the tender is submitted online by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.

(d) The tender document can also be downloaded from IWAI's website <http://www.iwai.nic.in>. Applicant submitting the downloaded version would need to pay the cost of tender document along with the application in the above manner. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by bidder for downloaded tenders. The amendment /clarification, if any, to the document will be available on the above website.

Earnest Money Deposit (EMD) **Rs. 9,200/- (Rupees nine thousand two hundred only)**. This deposit shall be in favour of “**IWAI FUND PLAN**” through RTGS/NEFT

- (a) The Earnest Money Deposit shall be refunded to the unsuccessful tenderer.
- (b) Interest shall not be paid on Earnest Money Deposit.
- (c) The tenderer should submit the copies of applicable Registration Certificate/ Number for PF, ESI, valid vehicle insurance copy, Service Tax / GST etc. & valid Driving license of the driver.
- (e) The tenderer shall be Income Tax assessee and shall submit the Audited Balance Sheet for the last three years.
- (f) Latest certificate of solvency for an amount equal to each Schedule quoted for from Public sector/Scheduled Bank has to be submitted.

The tender shall not be entitled during the period of validity of their offer, without the written consent of the Authority to revoke or withdraw their tender or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.

### 3. CONTRACT

The successful party shall be required to execute an agreement with Inland Waterways Authority of India (IWAI), in the format as enclosed after the deposit of the Security Deposit (SD) as in Clause No.8

### 4. VALIDITY OF RATE

The interested parties shall quote the rates for vehicle along with driver in the prescribed Schedule A. The rates quoted shall be firm and shall be kept valid for consideration for at least 90 days from the date of closing of the offer.

### 5. DEFINITIONS

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

- (a) Contract: means the document forming the rate of acceptance there of and the format agreement executed between the Inland Waterways Authority of India and the firm together-with documents referred to therein.
- (b) Contract sum: means the amount arrived at by multiplying the numbers shown in the schedule of quantities with the respective category rates as allowed.
- (c) Contractor: means the successful party who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the

Contractor's successors, executors, representatives or assign approved by the Engineer-in-Charge.

- (d) Authority: means the Inland Waterways Authority of India (IWAI) 'having its office' at Pandu Port Complex, Pandu Port, Guwahati-781012 and includes therein-legal representatives, successors and assigns.
- (e) Day: means a calendar day beginning and ending at mid-night.
- (f) Chairman: means Chairman of Inland Waterways Authority of India.
- (g) Engineer-In-Charge: means the officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of the and / or the Engineering Officer appointed by the IWAI or its duly authorized representative to direct, supervise and beIn-charge of the works for the purpose of this contract.
- (h) Chief Engineer: means the Chief Engineer of the Authority as the case may be.
- (i) Director: means the Director of the Authority, as the case may be.
- (j) Deputy Director: means the Deputy Director of the Authority as the case may be.
- (k) Assistant Director: means the Asst. Director of the Authority as the case may be.
- (l) Work Order: means a letter from the Engineer-in- Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (m) Month: means the one Calendar month.
- (n) Vessel: means the vessel/dredger belonging to the Authority for which operation, maintenance & repair is to be carried out.
- (o) Week: means seven consecutive calendar days.
- (p) Work/works: means work/works to be executed in accordance with the contract.

## 6. INTERPRETATIONS

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

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

## 7. BANNED OR DE-LISTED FIRMS:

The firm shall give a declaration that they have not been banned or de- listed by any govt. or quasi Govt. agency or Public Sector Undertaking.

8. SECURITY DEPOSIT FOR PERFORMANCE

The contractor whose tender is accepted has to enter into an agreement alongwith integrity agreement with IWAI and will be required to furnish by way of Security Deposit for the due fulfillment of the contract, an amount equal to 10% of the contract value including the EMD amount if any. The Security amount will be accepted only through RTGS/NEFT in favor of "IWAI FUND PLAN" as stated in the work.

No claim shall be lie against the Authority either in respect of interest or any depreciation in value of any security.

If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Director to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Director shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

In case of breakdown of the vehicle, the same is to be replaced within 1 day, else the rent of the vehicle plus penalty of Rs. 500/- per day will be imposed for non availability of the vehicle. Such pending amount, if any will recovered from the SD.

All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

9. REFUND OF SECURITY DEPOSIT

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

10. SUFFICIENCY OF TENDER



The contractor shall be deemed to have satisfied himself before giving the offer as to the correctness and sufficiency of his offer 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 maintenance during execution of work.

11. CONTRACT DOCUMENTS

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 language, the language according to which the contract is to be constructed and interpreted shall be in English and designated as the 'Ruling Language.'

The Contractor shall be furnished free of charge copy of the contract documents for compliance and ref. where applicable.

None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

12. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE

If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

13. ASSIGNMENT AND SUB-LETTING

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

14. FACILITIES TO OTHER CONTRACTORS

The contractors shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other agency properly authorised by Authority or statutory body which may be employed at the site for execution of any work not included in the contract which the

Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

15. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

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

16. TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

17. CHANGE IN CONSTITUTION

Where the contractor is partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carryout the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned.

18. LAWS GOVERNING THE CONTRACT

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

19. LIQUIDATED DAMAGE

If the Contractor fails to complete all the items of work(s) within period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of contractor) as may be agreed, he shall without prejudice to any other right or remedy of the authority on account of such default, pay compensation (not by way of penalty) at the rate of ½ % per week on the total value of the order subject to maximum of 10%.

20. RISK OF LOSS DAMAGE TO THE AUTHORITY PROPERTY.

- (1) All the property of Authority whether with or without deposit to the contractor in connection with the contract shall remain the property of the Authority. The contractor shall use such property for the purpose of execution of the contract and for no other purpose what so ever.
- (2) All such property shall be deemed to be in good condition when received by the contractor unless he shall have within seven days of the receipt of notified the Chairman to the contract. If the contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent days.
- (3) The contractor shall set up all such property in good condition. The contractor shall be liable for loss or damage to such property in the possession of or under the control of the contractor, his employee or agent and responsible for the full value there of to be assessed by the Chairman on behalf of authority whose decision shall be final and binding the contractor.

21. Contractor should mobilize the transport vehicle along with the driver within 15 days from the date of the issue of work order and after trial of the driver.

22. Scope of Work:-

**The contractor shall provide a new Maruti Suzuki Swift Dzire or Toyota Etios (Sedan) along with a experienced and trained transport Driver as per instruction of Engineering-in -charge or his authorized representative. The contractor has to ensure that the car has all the statutory insurance, registration, fitness certificates.**

- (a) The minimum qualification, essential/desirable experience of the Driver to be supplied along with the car shall be as follows:  
**Educational Qualification: Class VII pass with capacity to write log book**  
**Experience : Should possess a valid driving license issued by the Competent Authority**
- (b) **Locations of deployment:** The vehicle shall be primarily deployed with the Director, IWAI at Pandu Port Complex and will be used by the Director and other officials/ employees as approved by the Director from time to time.

- (c ) The Contractor shall have the obligation to supply the transport vehicle along with a driver and **IWAI shall have the responsibility to supply the POL to be consumed by the transport vehicle during its period of hire and operation. The Driver shall have to maintain a log book that shall also be supplied by IWAI and have to enter all details about the movement of the car, POL consumption etc on day to day basis and also obtain the signature of IWAI officer using the car. For all purposed a nodal officer shall be fixed by Director, IWAI, Pandu. The POL supplied by IWAI to the vehicle shall remain the property of IWAI and shall have to be consumed only for official work of IWAI.**
- (d) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

The Contractor shall in respect of personnel employed by him either directly or through sub-contractor complies with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.

The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority if applicable in relation to the execution of works. Thus the Authority has no liabilities in respect of labour Act/law applicable such as:

- i) Payment of wages Act.936 (Amended)
- ii) Minimum wages Act. 1948 (Amended).
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) The Industrial Employment (Standing orders) Act.1946 (Amended).
- vii) The Industrial Disputes Act. 1947 (Amended)
- viii) The Personal Injuries (Compensation Insurance) Act.1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of

his account of labour employed and the contribution payable the Engineer-in- Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required on estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages r of deduction made from him for wages which are not justified by the terms of the contract or non-observance of the said Act and Rules framed there under with amendments made from time to time.

The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules without prejudice to his right to claim indemnity from his sub-contractors, if any. In the event of the contractor's failure to comply with the provisions of all the Act/Laws or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submit ting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the contractor.

The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.

In the event of any injury, disability or death of any personnel in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

The Contractor shall obtain License/Registration under the Contract Labour Act 1970 if considered necessary after the issue of work order.

The contractor also has to enclose returns of EPF & ESI contribution made by him to the statutory authorities to be enclosed with every monthly bill for making him eligible for payment of his monthly bills.

## 23. PAYMENT ON ACCOUNT

Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the contract conditions.

Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the contract.

Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 15 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge, subject to availability of fund.

Payments due to the contractor shall be made by crossed cheque or by RTGS by the Engineer-in-Charge or his authorised representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the Engineer-in-Charge.

Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in- Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.

Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.

TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

#### 24. OVER PAYMENTS AND UNDER PAYMENTS

Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.

The Authority reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.

Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not

extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.

Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

## 25 ARBITRATION

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

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

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.



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.

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

A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- & above.

The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.

The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this Clause.

The Venue of the arbitration proceeding shall be at Guwahati. It is further to clarify that both parties to this agreement hereby undertake not to have recourse to Civil Court to settle any of their dispute whatsoever, arising out of this agreement except through arbitration.

## 26. THE DUTIES AND RESPONSIBILITIES

- (a) The supply of transport vehicle shall be initially for a period of 1 (one) year 2021-22, which may be extended month/yearly basis subject to the approval of the competent Authority and on mutual agreement between IWAI and the tenderer. The Driver engaged would be liable to be work as per the direction of EIC or his authorized representative.
- (b) The firm selected for supply of transport vehicle shall be responsible for payment of all wages and other statutory dues to the transport driver deployed to the Authority and shall quote their rates accordingly. The driver engaged shall have to make his own arrangement for the required lodging and boarding facilities while on outstation/office duty at IWAI. However for the benefit of IWAI, required parking facility for the car and accommodation of the driver at Pandu port may be arranged by IWAI. The Authority have however reserve no liability for parking and accommodations of the driver and if any facility in this regard is extended, the same shall be for the benefit of IWAI and none of the party shall have any right/claim/ liabilities for the same.
- (c) IWAI shall pay monthly bills within 15 days of presenting the same by the supplier based on BOQ provisions.

- (d) Normal working hours shall be 8 hrs. per day for 6 days a week as normally followed in Authority. However, due to extended hours of engagement of driver for the official works beyond normal working hours, the extended hours of duty of driver is payable as per Authority rules.
  - (e) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
  - (f) The contractor shall remove any person, if the Director finds him unsuitable and replace him with suitable substitute within 10 days of written intimation in that regard by the Director.
  - (g) Engagement with IWAI shall not confer any right on any individual for preference in employment in IWAI or for his continuation in subsequent years.
  - (h) The contractor shall be responsible for salary, wages, medical benefits, insurance, travelling expenses and other statutory due towards the men engaged by him for this contract. However, Dearness Allowance of driver shall be reimbursed as per the eligibility of the staff of IWAI during tour period outside Guwahati to the contractor.
  - (i) Only the experienced and qualified personnel after consulting the Director IWAI shall be deployed.
  - (j) No advance payment shall be admissible. Running A/c shall be payable monthly on submission of the bill by the contractor, duly certified by the Site-in-Charge/Officer-in-Charge.
  - (k) IWAI reserve the right to terminate the contract at any time before expiry of stipulated period by issue of one month's notice to the Contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give one month notice, failure to do so will result in forfeiture of the deposited security amount.
27. The work will be awarded for a period of 12 months, initially to the successful bidder. If the performance of the contractor is found to be satisfactory, the authority may consider to continue said job for another 3 years with 5% escalation of rates with all other terms and conditions of this contract remaining the same after obtaining the willingness from the supplier.

\*\*\*\*\*

AGREEMENT FORMAT

This agreement made on \_\_\_\_\_ day \_\_\_ year \_\_\_ between the Inland Waterways Authority of India (hereinafter called the 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/S \_\_\_\_\_ (hereinafter called the 'CONTRACTOR' which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in office) on the other part.

WHEREAS THE IWAI desirous of undertaking the works for  
\_\_\_\_\_

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished \_\_\_\_\_ as security for the due fulfilment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract hereinafter referred to:

The following documents shall be deemed to form and be read and construed as part of this agreement VIZ.

- i) Notice Inviting Tenders
- ii) Information & instruction for Tenders
- iii) Schedule - A : Bill of Quantity
- iv) Terms & Conditions of Contract

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractor's offer, minutes of meetings and correspondence between the parties ended vide letter No. \_\_\_\_\_ may be referred to by either party. These documents shall take precedence over the compiled documents.

The contractor hereby covenants with the IWAI to complete and maintain the "Works" in conformity in all respect, with the provisions of the agreement.

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

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

For and on behalf of  
**(Inland Waterways Authority of India)**  
**Signature** \_\_\_\_\_  
**Name & Designation** \_\_\_\_\_  
**Stamp**

For and on behalf of  
**Contractor**  
**Signature** \_\_\_\_\_  
**Name & Designation** \_\_\_\_\_  
**Stamp**

Witness:  
Signature \_\_\_\_\_  
Name & Designation \_\_\_\_\_

Witness:  
Signature \_\_\_\_\_  
Name & Designation \_\_\_\_\_

**INTEGRITY AGREEMENT**

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

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

BETWEEN

Authorized representative of Inland Waterways Authority of India.  
IWAI, (Hereinafter referred as the 'Principal/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....  
(Name and Address of the Individual/firm/Company)  
through .....(Hereinafter referred to as the  
(Details of duly authorized signatory)  
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "....." hereinafter referred to as the "Contract".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor after the completion of work under the contract or till the Contract has been awarded.

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

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

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

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

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



the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

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

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

WITNESSES:

1. ....  
(signature, name and address)
2. ....  
(signature, name and address)

Place:

Date :

## SCHEDULE-A

### BILL OF QUANTITY

#### OUTSOURCING OF TRANSPORT VEHICLE FOR THE USE OF OFFICIAL PURPOSE AT IWAI, REGIONAL OFFICE, PANDU PORT, GUWAHATI DURING 2021-22

[Validate](#) [Print](#) [Help](#)

#### Item Rate BoQ

Tender Inviting Authority: INLAND WATERWAYS AUTHORITY OF INDIA

Name of Work: Outsourcing of transport vehicle for the use of official purpose at IWAI, Regional Office, Pandu Port, Guwahati during 2021-22

Contract No: IWAI/GHY/3(13)/OTV/2021-22

<b>PRICE SCHEDULE</b>						
<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 )</b>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With all Taxes except service tax	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.00	Supplying of a Diesel Maruti Suzuki Swift Dzire or Toyota Etios (Sedan) along with a experienced driver but excluding POL for everyday use in Pandu/Guwahati metropolitan area and NE Region.	12.00	Rs./month		<b>0.00</b>	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>				<b>INR Zero Only</b>		