



TENDER DOCUMENT

Arrangement of Functions for IWAI projects



Tender No.: IWAI/KOL/8/Functions/2023-24

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways, Govt. of India)
Head Office: A-13, Sector – 1, Noida-201 301 (U.P.)

Address of Issuing Office: RO, IWAI, P-78, Garden Reach Road, Kolkata-700 043

E-mail address of Issuing Officer: dirkol.iwai@nic.in

Web site: www.iwai.gov.in

<https://eprocure.gov.in/eprocure/app>

DISCLAIMER

1. This tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this tender document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the works. 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 analysis and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this tender document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this tender document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change/modify/amend any or all provisions of this tender document. Such revisions to the tender document / amended Tender document will be made available on the e-procurement portal & website of IWAI.



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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We, have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I/ We, hereby certify that I/ We, have read the entire terms and conditions of the tender documents from Page No. _____ to _____ including all documents like annex(es), 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 and/ or corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
2. I/ We, hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ minutes of the pre-bid meeting/ corrigendum(s) in it's totally/ entirety.
3. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully.

(Signature of the Bidder, with Official Seal)

**INLANDWATERWAYS AUTHORITY OFINDIA,**

Ministry of Shipping, Govt. of India

P-78, GARDEN REACH ROAD KOLKATA-700043

E-mail address of Issuing Officer:dirkol.iwai@nic.in

E-Tender No: IWAI/KOL/8/Functions/2023-24

IWAI invites e-tender for “Arrangement of functions for IWAI projects”. Details are following: Estimated cost Rs.25.00 lakh, Date of down loading of e-tender from 27-09-2023 to 05-10-2023, last date of submission: 05-10-2023 upto1500 hrs. Date of opening: 06-10-2023at 15:30 hrs. For details please visit to IWAI website www.iwai.nic.in and CPP portal website<https://eprocure.gov.in/eprocure/app>

Director

**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Govt. of India)

P-78, GARDEN REACH ROAD, KOLKATA – 700043

E-mail address of Issuing Officer: dirkol.iwai@nic.in**Telephone Nos. 033-2439 0393**

NOTICE INVITING TENDER No.: IWAI/KOL/8/Functions/2023-24

Name of Work: Tender document for the work of Arrangement of functions for IWAI projects.

Inland Waterways Authority of India (IWAI) invites online tenders in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from reputed & experienced contractors for the work of Arrangement of functions for IWAI projects. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>. Tender document may be downloaded from the <https://eprocure.gov.in/eprocure/app> as per the schedule as given in critical date sheet as under:

1. Tentative Cost of the work and Critical Dates are as under:

Name of Works	Arrangement of functions for IWAI projects
Date of Publishing	27-09-2023
Document Download Start Date & Time	27-09-2023 at 17.00 Hrs
Bid Submission start Date & Time	27-09-2023 at 1800 Hrs
Bid Closing/Document Download End Date & Time	05-10-2023 at 1500 Hrs
Bid Opening Date & Time	06-10-2023 1530 Hrs
Estimated cost including all taxes, levies, cess, etc. except GST as applicable.	Rs.25.00 Lakh
Tender Cost	Rs.1180/- including GST

2. The tender document can be downloaded from the IWAI's website 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 through RTGS/ NEFT in the following Account:

i) Name of Bank Account:	IWAI FUND
ii) Bank Name and Address	State Bank of India, Garden reach Branch, Kolkata
iii) Bank Account Number	31661496517
iv) IFSC	SBIN0001402
v) MICR Code	700002126
vi) GST No. of IWAI	19AAATI7021F1ZV

3. 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
4. Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed on each page for agreeing the same.
5. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by **15.00 hrs.** on 05-10-2023 and will be opened online on 06-10-2023 at **15.30hrs** at IWAI, Regional Office, Kolkata.
6. 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. The department will also have the right to award the work for different stretch to different bidders at the lowest received rate to ensure that the works are undertaken smoothly at all stretches simultaneously.

7. Pre-Qualification Criteria:-

- i) The tenderer shall be registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department or non-registered contractors having experience of working with IWAI or other Govt. entities/Reputed Pvt. organisation.
- ii) Tenderer shall have Permanent Account Number issued by Income Tax Deptt.
- iii) The tenderer shall be registered with GST department and GST component shall be shown separately in the bill/invoice by the tenderer.
- iv) Average annual financial turnover during last three years ending 31st March of the previous financial year i.e. 2019-20, 2020-21, 2021-22 should be less than 30% of the cost of the work as mentioned in this tender.
- v) Experience of having successfully completed similar works i.e. arrangement of functions/event management/seminar etc. during the last 7 years ending last day of month previous to the one in which this tender is invited should be either of following for each stretch :
 - a) Three works costing not less than 50% of the estimated cost; or
 - b) Two works costing not less than 60% of the estimated cost; or
 - c) One work completed not less than 80% of the estimated cost
- vi) Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value as indicated below:

Name of Work	Estimated Cost excluding GST (In lakh of Rs.)	Bank Solvency (In lakh of Rs.)
Arrangement of functions for IWAI projects	25.00	10.00

8. Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/procure/app> Manual

bids shall not be accepted and liable to be rejected. The proof of hard copy of original instruments in respect of cost of tender document as asked in this tender document may be delivered/forwarded to the office of Director, IWAI, P-78, Garden Reach Road, Kolkata-700043 on or before bid opening date/time as mentioned in critical date sheet.

9. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders. Site can be inspected on all the working days during office hours. IWAI reserves the right to reject any or all the tender without assigning any reason thereof.
10. The firm may quote for the work indicated above and completed bids as per terms & Conditions mentioned in the tender document should be online submitted at <https://eprocure.gov.in/eprocure/> app upto 1500 hrs. on 05-10-2023 and it will be opened on 06-10-2023 at 15:30 hrs.

11. For special attention

- All tenderers are cautioned that tenders containing any deviation whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive.

The tender shall have to submit bid online in two bid formats, the first part i.e. “Technical bid” should contain the scanned copy of entire tender document duly signed in all places, details of machineries, technical manpower, work schedule only but not the price bid. Second part i.e. “Financial bid” shall contain only the rates of the item of work as in schedule A. This price bid (BoQ) of The work of Arrangement of functions for IWAI projects as per format provided along with this tender. Bid shall be submitted online in separate covers as “technical bid” and “financial bid”.

12. Proof of depositing tender cost for an amount as specified above shall be submitted in the technical bid.

13. Opening of Tenders & Evaluation

- (a) Tenders will be opened online by the Tender Evaluation Committee (TEC) at IWAI, Kolkata-700 043 at 15:30 hrs. on 06-10-2023 in the presence of representative of the tenders who choose to remain present.
- (b) After the online opening of the tenders, the first part i.e. Technical bid will be evaluated by the TEC as constituted by the Authority. The second part i.e. Price bid will be opened online by the same TEC only for those tenderers who become technically qualified after the evaluation of technical bids on a suitable date.
- (c) If the tendered amount is same for more than one bidders then the work will be awarded to the bidder whose credential/experience certificate is more than the others among the submitted/uploaded documents for this tender.

14 TENDER VALIDITY PERIOD

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

15 The authority shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any other offer.

16 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.

Director

WARRANTY FORM

M/s..... having registered office at.....(Hereinafter referred to as the contractor) having carefully studied all the documents, specifications, designs, drawings etc. pertaining to the contract for works required for the work ofand the local and site conditions and having under taken to execute the said works.

DO HEREBY WARRANT THAT

1. The contractor is familiar with all requirements of the contract.
2. The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risks directly or indirectly, connected with the performance of the contract.
5. The contractor has no collusion with other contractors, with any of the men of the Engineer In-Charge or with any other person in the Authority to execute the said works according to the terms and conditions of the said contract.
6. The contract has not been influenced by any statement or promise of the Authority or Engineer-In-Charge but only by the contract documents.
7. The contractor is financially solvent.
8. The contractor is experienced and competent to perform the contract to satisfaction of the Engineer In-Charge
9. The statement submitted by the contractor is true.
10. The contractor is familiar with all general and special laws, Acts, Ordinance, Rules& Regulation of the Municipalities, District, State and Central Government that may affect the works, its performance or personnel employed herein or environment.

For and on behalf of the bidder

Date:.....

Signature:

Name:.....

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

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

provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.

- 14) 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 .
- 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 send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ 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 this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 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.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 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.
- 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 submission of bids online by the bidders at the eleventh hour.
- 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.

- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 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.
- 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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.
- 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.
- 31) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways; 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 “Arrangement of functions for IWAI projects”.
- 3.0 Total tentative estimated cost of works for one site is as under:

Sl. no.	Particulars	Estimated cost (In Rs. lakhs)
1	Arrangement of functions for IWAI projects	25.00

- 4.0 Tender should be submitted online at <https://eprocure.gov.in/eprocure/app> by 1500 hours on 05.02.2023 in two bid system i.e.

Folder -1 : Technical & Commercial Bid.
Folder-2 : Price Bid of offer.

The Technical Bid will be opened in online on 06-10-2023 at 1530 hours at IWAI, P-78, Garden Reach Road, Kolkata-700043

No other document other than the Price schedule should be placed inside Envelope-2 containing price bid otherwise tender will be summarily rejected.

Technical Bid:

The technical bid shall be submitted online along with scanned copy of the following documents Original Bid document duly completed in all respect except prices and signed with seal on every pages,

- Bid document marked original duly completed and signed on every page except prices.
- Blank Performa of Schedule of Prices (prices not to be filled)
- Registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department or non-registered contractors having experience of working with IWAI, experience with reputed Pvt. Organization etc.
- ‘Tender Acceptance Letter’ duly signed and stamped.
- ‘Form of Tender’ duly signed and stamped.

- f) Proof of depositing the cost of the bidding documents must be uploaded.
- g) Tender Cost (RTGS/NEFT as prescribed) or valid exemption certificate with respect to work issued by any Govt. organization. As stated Scanned copy of same must be uploaded. The original demand draft may be deposited in the office before the bid submission closing date & time.
- h) Experience certificate for similar works completed by the Contractor i.e. Work completion/Payment certificate along with the work order).
- i) Latest Bank Solvency certificate (Not later than one year from the last date of submission of this tender).
- j) Letter of Authority for signing and negotiation of tender (as the case may be).
- k) GST registration certificate from the concerned Authority.
- l) Duly signed Integrity Pact (given in Part-II, General Conditions).
- m) Permanent Account Number (PAN) issued by Income Tax Department.
- n) Audited balance sheets along with turnover, profit and loss account for the last 3 years i.e. 2019-20, 2020-21 & 2021-22 along with ITR.
- o) 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.
- p) The bidder shall give a declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
- q) All FORM as prescribed & as per terms condition in the same format to be submitted by bidder.
- r) In addition to the above, the contractor is required to submit scanned copy of other document if any to fully fill all the conditions of the tender document and the same may be attached after thoroughly reading/studying failing which he will be treated as technically disqualified.

Note: Non submission of any of the above documents by any bidder shall be treated as disqualified bidder for this tender.

Price Bid:

The price bid shall be submitted online for

- (i) Schedule of Prices duly filled in the specified form, i.e. "SCHEDULE-A etc." (whichever is relevant).
- (ii) If the bidder has not quoted price of any item then the same item shall be treated as zero cost and the bidder will be executed the same item obligatory as applicable as per tender.
- (iii) It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid will be a sufficient cause for rejection of bid.

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 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.

8.0 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 alongwith 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 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling IWAI to contact the bidder in case the need so arise.

15.0 IWAI shall have an 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 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.

19.0 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.

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

PART I: TECHNICAL BID STANDARD FORMS

FORM 4A**FORM OF TENDER**

To,

The Director
Inland Waterways Authority of India,
P-78, Garden Reach Road
Kolkata – 700 043

Name of Work: Arrangement of functions for IWAI projects

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We hereby tender for execution of the works 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.
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 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. Should this tender be accepted, I/ We agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit (in case if any) 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 or Multilateral or International Aid Agency/Development Bank.
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 nos.....FAX No.....

Witness :

Signature.....

Name:

Occupation

Address.....

Telephone nos.

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

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

Certificate from the Statutory Auditor

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

Name of Authorized Signatory**Designation:****Name of Firm:.....****(Signature of the Statutory Auditor Seal of the Firm)****Note:**

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

FORM 4C: POWER OF ATTORNEY (IF ANY)

(To be executed on non-judicial stamp paper of Rs. 100 and duly notarised. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

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

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2023

For ...

(Signature, Name, Designation and Address)

Witnesses:

1.....

2.....

Accepted

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

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.*

FORM 4D: 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)**

PART- II

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 2023

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director/Chief Engineer, Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

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.IWAI/KOL/8/Functions/2023-24) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Arrangement of functions for IWAI projects." 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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian

Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

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

Article 8: LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date:

SCHEDULES

Salient Features of the work.

Name of Work: Arrangement of functions for IWAI projects

Estimated cost of work: The work is estimated to cost Rs. 25 lakh
This estimate, however, is given merely as a rough guide.

Performance Guarantee: 5% of tendered value to be deposited to IWAI account on awarding the work. This will be released after 30 days from the date of successful completion of the event. In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full and shall be absolutely at the disposal of the authority.

GENERAL CONDITIONS OF CONTRACT

CLAUSE-1	: DEFINITIONS
CLAUSE-2	: INTERPRETATIONS
CLAUSE-3	: PERFORMANCE GUARANTEE
CLAUSE-4	: SECURITY DEPOSIT
CLAUSE-5	: SUFFICIENCY OF TENDER
CLAUSE-6	: CONTRACT DOCUMENTS
CLAUSE-7	: DISCREPANCIES AND ADJUSTMENT OF ERRORS
CLAUSE-8	: DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE
CLAUSE-9	: ASSIGNMENT AND SUB-LETTING
CLAUSE-10	: FACILITIES TO OTHER CONTRACTORS
CLAUSE-11	: CHANGE IN CONSTITUTION OF THE FIRM TO BE INTIMATED
CLAUSE-12	: COMMENCEMENT OF WORK
CLAUSE-13	: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS ETC.
CLAUSE-14	: SETTING OUT THE WORKS
CLAUSE-15	: URGENT WORKS
CLAUSE-16	: DEVIATIONS, VARIATIONS, EXTENT & PRICING
CLAUSE-17	: CONTRACTOR'S SUPERVISION
CLAUSE-18	: INSTRUCTIONS AND NOTICE
CLAUSE-19	: PLANT AND EQUIPMENT
CLAUSE-20	: PATENT RIGHTS
CLAUSE-21	: MATERIALS
CLAUSE-22	: LAWS GOVERNING THE CONTRACT
CLAUSE-23	: WATCH & WARD AND LIGHTING
CLAUSE-24	: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS
CLAUSE-25	: LABOUR
CLAUSE-26	: MATERIALS OBTAINED FROM EXCAVATION SUCH AS FOSSILS, COIN ETC.
CLAUSE-27	: FORCE MAJEURE
CLAUSE-28	: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF
CLAUSE-29	: CONTRACTOR'S LIABILITY AND INSURANCE
CLAUSE-30	: SUSPENSION OF WORKS
CLAUSE-31	: FORCIBLE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK
CLAUSE-32	: TERMINATION OF CONTRACT ON DEATH
CLAUSE-33	: CARRYING OUT PART WORK AT THE RISK & COST OF THE CONTRACTOR
CLAUSE-34	: COMPLETION TIME AND EXTENSIONS
CLAUSE-35	: LIQUIDATED DAMAGES FOR DELAY
CLAUSE-36	: WHEN THE CONTRACT CAN BE DETERMINED
CLAUSE-37	: INSPECTION AND APPROVAL
CLAUSE-38	: COMPLETION CERTIFICATE & COMPLETION PLANS
CLAUSE-39	: MEASUREMENTS
CLAUSE-40	: PAYMENT ON ACCOUNT
CLAUSE-41	: TAXES, DUTIES AND LEVIES ETC
CLAUSE-42	: TAX DEDUCTION AT SOURCE
CLAUSE-43	: PAYMENT OF FINAL BILL
CLAUSE-44	: OVERPAYMENTS AND UNDER PAYMENTS
CLAUSE-45	: FINALITY CLAUSE
CLAUSE-46	: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS
CLAUSE-47	: SETTLEMENT OF DISPUTES & ARBITRATION
CLAUSE-48	: CLAIM

GENERAL CONDITIONS OF CONTRACT**CLAUSE - 1: DEFINITIONS**

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

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

- (xiii) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (xiv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xv) **Day** : means a calendar day beginning and ending at mid-night.
- (xvi) **Week** : means seven consecutive calendar days
- (xvii) **Month** : means the one Calendar month.
- (xviii) **Site** means the waterway and / or other places at/through which the works are to be executed.
- (xix) **Drawings** : means the drawings referred to in the specifications and or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xx) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxii) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 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.

CLAUSE – 3: PERFORMANCE GUARANTEE& SECURITY DEPOSIT

- 3.1 The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee within 7 days of the issue of the work order.
- 3.2 Performance guarantee shall be released after recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- 3.3 In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full and shall be absolutely at the disposal of the authority. i.e. in case of any delay in the work IWAI may forfeit

CLAUSE – 5: SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the

schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.

CLAUSE – 6:CONTRACT DOCUMENTS

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

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

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

CLAUSE – 9: ASSIGNMENT AND SUB-LETTING

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

CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS

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

CLAUSE – 12: COMMENCEMENT OF WORK

The contractor shall commence the work immediately on receipt of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the PG/security deposit.

CLAUSE - 18: INSTRUCTIONS AND NOTICE

- 18.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- 18.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 18.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.

CLAUSE -19: PLANT AND EQUIPMENT

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

CLAUSE – 20: PATENT RIGHTS

The contractor shall indemnify the Authority, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Authority or any agent, servant or employee of the Authority in respect of any such materials as aforesaid the contractor shall immediately be notified thereof. Provided that such indemnification shall not apply when such infringement has taken place in complying with the specific directions issued by the Authority but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursement to the contractor only if the use was the result of any drawings and or specifications issued after submission of the tender.

CLAUSE – 21: MATERIALS

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

CLAUSE - 22: LAWS GOVERNING THE CONTRACT

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

CLAUSE - 23: WATCH & WARD AND LIGHTING

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watch & ward when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

CLAUSE - 24: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 24.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during Sundays and national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
- 24.2 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/or in extra shifts to ensure completion of works under the contract as scheduled.

CLAUSE - 25: LABOUR: All the prevailing labour laws should be followed during the execution of the works and payments.

CLAUSE – 26: MATERIALS OBTAINED FROM EXCAVATION SUCH AS COINS, FOSSILS, ETC.

- 26.1 Materials of any kind obtained from excavation on the site shall remain the property of the Authority and shall be disposed off as directed by the Engineer-in-Charge.
- 26.2 However if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge.
- 26.3 Fossils, coins, articles of value, structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Authority.

CLAUSE - 28: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 28.1 If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains,

electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to IWAI or to any person during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost.

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

CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE

Contractor is to make all the Insurance related policies as per norms. From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof.

CLAUSE – 40: PAYMENT ON ACCOUNT/Final bill

- 40.1 Payment will be made on receipt of the bills after completion of work successfully and duly certified by the EIC or his authorized representative.
TDS and other statutory dues at applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 41: TAXES, DUTIES AND LEVIES ETC.

- 41.1 The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, except GST as applicable or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities on all materials that the contractor has to purchase for the performance of the contract and services, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. except GST as applicable.

CLAUSE - 47: SETTLEMENT OF DISPUTES & ARBITRATION.

- 47.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before

mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, 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:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.
 - (ii) If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator on prescribed proforma as per Appendix V, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- 47.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 47.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.
- 47.3 Further, within thirty (30) days of receipt of such notice from either party, the Engineer-in-Charge of work at the time of such dispute shall send to the Contractor a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.

Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

- 47.4 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman IWAI shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 47.5 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.
- 47.6 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 47.7 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.
- 47.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 47.9 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.
- 47.10 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.
- 47.11 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Kolkata and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

NOTE: In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply:/Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof."The arbitrator shall have the power to enlarge the term to publish 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.

CLAUSE - 48 : CLAIMS

- 48.1 No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

1. Scope of work and Technical specification:

Arrangement of functions for IWAI projects

- i. The object of the tender is to make complete arrangement of the event/function in all respect as per directive of EIC or his representative.
- ii. Time is limited and it is an essence of this work. Accordingly, contractor is to plan and execute the entire work well before the function i.e. before 6 am of the date of function which will be intimated in time.
- iii. Director (I/C), IWAI, Kolkata shall be the Engineer-in-Charge (EIC) of this work.
- iv. The payment for the work will be for the items of works as per actual execution, as per BoQ on certification of the EIC of the work or his authorized representative.
- v. The necessary arrangement to be made in respect of protocol on the Covid-19 guidelines, as per prevailing norms, Govt. norms of the locality of the function.
- vi. The area where the function is proposed is to be cleaned before and after the function and to be made similar to the original well-arranged look. Adequate numbers of dustbins are to be provided at the venue. Any damages to the property and equipment need to be repaired to its original and indemnify the same by the agency.
- vii. The site of the work is tentatively along Ichamati River and near Farakka Navigation Lock, Maia terminal etc. However, the location of function may be changed laterally.
- viii. In case of arrangement of German hanger or similar type is not required for the function, the rate for the same may be considered as two third of the rate of this item.
- ix. The stage and similar structure need to be certified in respect of strength from the concerned authority. This will be the responsibility of the vendor/contractor.
- x. Also any permission for the function contractor has to obtain the same from the concerned authority, as per requirement. However, IWAI may extend necessary support wherever required.

All arrangement should be made in a war footing manner and should complete 12 hours before starting of the event, preferably.

PART-IV
BILLOFQUANTITIES

Validate		Print		Help			
Tender Inviting Authority: Inland Waterways Authority Of India							
Name of Work: Arrangement of functions for IWAI projects							
Contract No: IWAI/KOL/8/Functions/2023-24							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMB ER #	TEXT #	TEXT #	NUMBE R #	TEXT #	NUMBE R #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs.P	TOTAL AMOUNT n Rs.P	TOTAL AMOUNT In Words
1.00	Tent						
1.01	Providing, Installation/erection, fitting and fixing of German Hanger of size of 6000 sq. feet (60 feet X 100 feet) with approved colour decorative ceiling and curtain and extra carpeting at open area and required cloth railing & view cutter etc. with following items: a. 2 Seater Sofa-8 b. Centre Table-8 c. Banquet chairs with cover-600 (may vary by 200nos.) d. Sound Console made by table with masking-1 e. Folding Tables nos. with frill cover-20 f. Podium with decorative facia-2 g. Dustbin of standard Quality & colour-6 h. New green/ red matting – 4000 sq.ft i. Carpet of approved quality – 2000 sq.ft j. Providing & placing Queue Manager if required k. Providing flags made with MS pipes and Satan cloths in VIBGYOR colour including white colour painting on pipe sat inauguration site 28 (4 set of 7 nos.) and vessels 2 set of 7 nos.) l. Providing VVIP Room of size 30'0" X 30' 0"atbackside of stage in existing covered space m. Media Riser of Size 12 feet x 24 feet	Item1	1	Job		0.00	INR Zero Only

2.0	Stage as: described below						
2.01	Wooden stage/ platform of size 32'0" x 20'0" x 4' height with two way steps & one side railing VIP chairs – 12, centre table – 5, Podium-2, Lamp for lighting & and flower decoration. Bouquet 15 nos. plus traditional cloth(Angavastra or similar cloth). LED TV for stage of @ 50 inches size 2 numbers.	Item2	1	Job		0.00	INR Zero Only
3.0	LED wall & Platform for Digital backdrop						
	LED wall and wooden platforms for fixing of LED wall of following sizes: i. 32'0" x 8'0" height –1 no. ii. 12'0" x 4'0" height –2 nos.	Item3	1	Job		0.00	INR Zero Only
4.0	Back drop with flex without LED						
4.01	Provision for Flex backdrop	Item4	1	Job		0.00	INR Zero Only
5.0	Video/ photography						
5.01	One videographer+ one photographer	Item5	1	unit		0.00	INR Zero Only
6.0	Publicity & Display i. Welcome gate						
6.01	5 nos. of welcome gate 2 at inauguration site & 3 at different places, Providing 5nos banner (8ft X4ft), 20 nos. hoarding (6ft x 4ft), 50 nos. Standee (3ft x6ft) at the function location highlighting the Project.	Item6	1	Job		0.00	INR Zero Only
7.0	Horticulture at Inauguration site						
7.01	Providing beautiful indoor plants/seasonal flower plants in well painted pots-200 nos.	Item7	1	job		0.00	INR Zero Only
8.0	Decoration Inauguration site And vessel (if any) and main venue etc.						
8.01	Flower /Balloon /cloth decoration at inauguration site	Item8	1	Job		0.00	INR Zero Only
9.0	Barricading						
9.01	In front of stage in 'D'Shape and as per requirement of safety and protocol.	Item9	1	Job		0.00	INR Zero Only
10.0	Fight with Covid-19						
10.01	Providing sanitizer in foot operated machine, mask in sufficient number & temperature screening.	Item10	1	Job		0.00	INR Zero Only
11.0	Snacks/Lunch packet & drinking water						
11.01	Hi-tea with snacks, dry fruits & cookies for VVIP guest minimum 50 nos. Snacks/Lunch packets with drinking water bottle of 200 ml. size for 1000 nos. public & security personals	Item11	1	Job		0.00	INR Zero Only
12.0	Temporary Bio Toilets						
12.01	4+2=6 nos. of temporary bio toilets for public (gents & Ladies) and 2 toilets for VIP Guests	Item12	1	Job		0.00	INR Zero Only
13.0	Electricity Power backup.						

13.01	Providing 04 nos. silent type DG set of 62 KVA on rent with required Fuel and operators for uninterrupted power supply during function. (if required 125 KVA DG set may also be provided additionally at no extra cost).	Item13	1	Job		0.00	INR Zero Only
14.0	Sound for 1000 heads:1 nos						
14.01	i. Line array PA System 12 JBL top speakers ii. 6 Base JBL Speakers iii. 6 Delay Speaker on stand iv. 4 Stage monitors v. 2 podium mike, 4 cordless mike , 1 digital mixture , 2 center frill , Sound Operator etc.	Item14	1	Job		0.00	INR Zero Only
15.0	Tower AC for appropriate capacity for Stage of size for 12 delegates/VIPs to sit in a line.	Item15	1	Job		0.00	INR Zero Only
16.0	Supply of man power						
16.01	a) Anchor- 1(experienced who knows English, Hindi and local language fluently) b) Usher- 2 c) Waiter-3 d) Promoter-3	Item16	1	Job		0.00	INR Zero Only
17.0	Pedestal Fan with Plug points and Electric cabling about 70 nos.	Item17	1	Job		0.00	INR Zero Only
18.0	Kitchen Shed with super bamboo structure and water proof shed and side cover40 ft x 25 ft:- 1000sqft.	Item18	1	Job		0.00	INR Zero Only
19.0	Misc. Items Lump sum for unforeseen items.	Item19	1	Job		0.00	INR Zero Only
20.0	Provision for Media coverage with You Tube Live/Face book live/Instagram etc.	Item20	1	Job		0.00	INR Zero Only
Total in Figures						0	INR Zero Only
Quoted Rate in Words	GST as applicable will be reimbursed on proper submission of documentary evidence	INR Zero Only					

PART - V

Annexure -I

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 _____

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 fulfillment 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) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty
- ii) Information & instruction for Tenders
- iii) (a) Schedule : Bill of Quantity
- (b) Annexure
- iv) General Conditions of Contract
- v) Technical specifications and Special 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 party 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)

For and on behalf of
Contractor

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

**Notice for appointment of Arbitrator
[Refer Clause 47]**

To,

The Chairman, IWAI

.....

.....

Dear Sir,

In terms of clause 47 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputed mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of imitiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Chief Engineer for decision
17. Date of receipt of Chief Engineer's decision
18. Date of appeal made to Chairman, IWAI
19. Date of receipt of the decision of Chairman, IWAI

Specimen signatures of the applicant
(only the person/authority who
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims
- 2.
- 3.

Yours faithfully

(Signatures)

Copy in duplicate to:

1. The Regional Director, IWAI

ANNEXURE-III

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM****(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD)****NAME OF THE PROJECT:** _____**THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:**

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

Bank Account Number : _____**RTGS/NEFT/IFSC CODE** : _____**Name of the Bank** : _____**Address of the Branch of the Bank** : _____**Branch code** : _____**Account Type** : _____
(Saving/Current/Others)**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.**

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

Date:

Signature of Authorized Signatory