



TENDER DOCUMENT

FOR

HIRE VEHICLE ON MONTHLY BASIS & ONCALL NEED
BASIS.



TENDER NO. IWAI/KOL/8/HV /2022-23

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

P-78, GARDEN REACH ROAD,

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

Web site: www.iwai.gov.in

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

Head Office: A-13, Sector – 1, Noida-201 301 (U.P.)

DISCLAIMER

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

CHECK LIST

- i) Scanned copy of tender document duly signed by the contractor.
- ii) Scanned copy of tender acceptance letter (To be given on Company Letter Head) as per tender.
- iii) Scanned copy of demand draft for EMD and tender cost as per tender.
- iv) Scanned copy of GST and firm registration certificate from concerned authority as per tender.
- v) Scanned copy of work experience and latest solvency certificate as per tender.
- vi) Scanned copy of letter of authority for signing and negotiation, PAN as per tender.
- vii) Scanned copy of ITR for last 3 years
- viii) Scan copy cancelled cheque for e-payment as per tender.
- ix) Scanned copy of signed declaration of no alteration and undertaking for no black list.
- x) Scanned copy of any other information if required as per tender to be attached.



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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:

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

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

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

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

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
P-78, Garden Reach Road, – 700043

E-tender no. IWAI/KOL/8/HV /2022-23

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced, reputed agency for “Hiring of vehicle on monthly basis/on call need basis”. Details and Tender document can be downloaded from 01.06.2022 to 15.06.2022 from our web site [‘www.iwai.nic.in’](http://www.iwai.nic.in) and CPP Portal [‘https://eprocure.gov.in/eprocure/app’](https://eprocure.gov.in/eprocure/app). Last date for submission of online bids is 15.06.2022 at 15:00 hrs and date of opening of tender is 16.06.2022 at 15:30 hrs. Submission of online bids will be through <https://eprocure.gov.in/eprocure/app>. 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,

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

Telephone Nos. 033-2439 0393

NOTICE INVITING TENDER No.: IWAI/KOL/8/HV/2022-23

NOTICE INVITING E-TENDER

1. Introduction

Inland Waterways Authority of India (IWAI), Kolkata invites online Open Tender Enquiry (OTE) Tenders/Bids from reputed & eligible Contractors / Companies / Firms in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “Supply of hire vehicle on monthly and on call need basis to IWAI during the period from July 2022 to June 2023”

2. Critical Data Sheet

- a) Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> or IWAI's website “www.iwai.nic.in” and shall have to pay INR 5,900/- (Rupees Five Thousand Nine Hundred only) including GST as the cost of tender document / tender fee deposited to IWAI FUND, Kolkata through Demand Draft / Banker's Cheque/RTGS / NEFT. **However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender Fee / cost of Tender document on submission of valid documents to the extent as per the Government of India notifications in this regard.**

b) Cost of the work, EMD requirement and Critical Dates are as under:-

Name of Works	Supply of hire vehicle on monthly and on call need basis.
Date of Publishing	01.06.2022
Document Download Start Date & Time	01.06.2022 11:00 Hrs
Bid Submission start Date & Time	01.06.2022 14:00 Hrs
Bid Closing/Document Download End Date & Time	15.06.2022 15:00 Hrs
Bid Opening Date & Time	16.06.2022 15:30 Hrs
Estimated cost only for monthly hire charges including all taxes, levies, cess, excluding GST as applicable and excluding Tool tax, parking, etc	Rs.972408/- for Haldia, Rs.601500/- for Farakka) and Rs.6,96,000/- for Kolkata and for Swaroopganj oncall need basis.
EMD cost	Rs.19500/- for Haldia, Rs.12,000/- for Farakka and Rs.14,000/- for Kolkata
Tender cost	Rs.5900/- including GST
Latest certificate of Bank solvency from Nationalize /schedule bank	Rs.3,90,000/- for Haldia, Rs.2,50,000/- for Farakka and Rs.2,80,000/- for Kolkata

3. Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted and liable to be rejected. Tender document may be downloaded from the <https://eprocure.gov.in/eprocure/app>, as per the schedule as given in critical date sheet as above:
4. The Hard Copy of original instruments in respect of cost of tender document, earnest money, other documents in original as asked in this **tender document must be delivered at the office of Director, IWAI, P-78, GARDEN REACH ROAD, KOLKATA – 700043 on 15.06.2022, 15:00 hrs as mentioned in critical date sheet.** Bidder shall likely to be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid. Demand Draft attached/submitted for tender fee shall be non refundable. Late receipt of required documents shall not be considered. Bidder shall likely to be liable.

1. EXTENSION OF CONTRACT: IWAI shall initially award the works upto June 2023, however IWAI reserve the rights to extend the contract for further period of another one year i.e. from July 2023 to June 2024 at the same rate, terms and conditions of last year agreement after getting willingness from the concern contractor and subject to satisfactorily performance of the works. It can be further extended another two years i.e. from July 2024 to June 2025 and from July 2025 to June 2026 by 5% enhancement on each item of rate for each year over the awarded rate of previous year agreement at the same terms and conditions of the contract after getting willingness from the contractor and subject to satisfactorily performance of the works.

5. The tenderer shall meet the following pre-qualification criteria:

- i) The tenderer shall be registered with Central Public Works Department, Railways, MES, Port trust/concerned department and State PWD/ Irrigation Department or non-registered contractors having experience of working with IWAI.
- ii) Average annual financial turnover during last three years ending 31st March of the previous year, should be at least 30% of the cost. Experience of having successfully completed similar works/ hire of vehicle on monthly or on call need basis during last 7 (seven) years ending last day of month previous to the one in which this tender is invited should be either of following:
 - (a) Three similar works costing not less than 40% of the estimated cost; **or**
 - (b) Two similar works costing not less than 50% of the estimated cost; **or**
 - (c) One similar work completed not less than 80% of the estimated cost
- iii) Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value indicated in below table.
- iv) The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.

- i. The tenderer shall submit required Earnest Money Deposit in the form of demand draft. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause 6 shall be deemed to be rejected.
- ii. **Similar work shall mean: Supply of vehicle on hire on call need basis/ monthly basis.**
- iii. The firm should not have incurred loss for more than 2 years during preceding three years ending 31st March, 2022.
- iv. The firm should have valid Permanent Account Number (PAN).
- v) Parties fulfilling the above indicative eligibility criteria can download tender document from the “<https://eprocure.gov.in/eprocure/app>” and IWAI’s website “www.iwai.nic.in”. Bidders submitting the downloaded version of tender document is required to submit Rs.5900/- (Rupees five thousand nine hundred only) including GST i.e. an amount equal to the cost of tender document along with tender in the form of demand draft made in favour of ‘IWAI fund’ payable at Kolkata at any nationalized/schedule bank.

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

The firm may quote for work of indicated above and completed bids as per terms & Conditions mentioned in the tender document should be online submission through <https://eprocure.gov.in/eprocure/app> upto 15.06.2022 at 15.00 hrs and it will be opened on 16.06.2022 at **15.30 hrs.**

6) Estimated Cost of the work and other details are as under:

Sl. No	Description of works.	Estimated Cost (In Rs.) including all taxes, contractor profit, & other statutory dues, etc, excluding GST	EMD (in Rs.)	Bank solvency required (In Rs. lakhs)
1	The work for supply of hire vehicle on monthly basis from July 2022 to June 2023 and type of vehicle required has given at Clause -19 of terms and condition of tender.			
i)	Haldia	Rs.972408	Rs.19500	Rs.3.90
ii)	Farakka	Rs.601500	Rs.12,000	Rs.2.50
iii)	Kolkata	Rs.6,96,000	Rs.14,000	Rs.2.80
iv)	Dzire vehicle oncall need basis for Swaroopganj Sub-Office and 15 days maximum in a month.	---	---	---

7. 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 be submitted bid online in two bid format, 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, and earnest money deposit only but not the price bid. Second part i.e.” Financial bid” shall contain only the rates of the item of work as in schedule A this price bid (BOQ for hire vehicle on monthly basis as per format provided along with this online tender. The bid shall be submitted in online through <https://eprocure.gov.in/eprocure/app>. IWAI reserves the right to reject any or all the tender without assigning any reason thereof.

- 8 Earnest Money Deposit (EMD) and tender cost must accompany each tender and tender not accompanied by the EMD and tender cost shall be rejected as NON-RESPONSIVE. The EMD and tender cost for an amount as specified above shall be submitted in the technical bid and exemption can be given as per Clause no-2 of NIT.

- 9 The cost of tender document/EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

i.) Name of Bank Account:	IWAI FUND
ii.) Bank Name and Address	State Bank of India, Garden reach Branch, Kolkata
iii.) Bank Account Number	31661496517
iv.) IFSC	SBIN0001402
v.) MICR Code	700002126

10 Opening of e-tenders & Evaluation

- (a) Tenders will be opened online by the tender evaluation committee at IWAI, P-78, Garden Reach Road, Kolkata –700 043 at **15:30 hrs on 16.06.2022** 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 Tender Evaluation Committee (TEC) as constituted by the Authority. The second part i.e. Price bid will be opened online by the same TEC only for those tenderers who become technically qualified after the evaluation of technical bid on a suitable date.

10. TENDER VALIDITY PERIOD

The tender shall remain valid for a period not less than 90 days after the date of opening of financial bid.

Tenderer must read “ Information & Instruction for Tenders” and be satisfied himself in respect to scope and the situation of works or any issue as related to the work as considered necessary before the submission of the tenders.

11. 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.
12. The original EMD and tender cost instrument should reach the office of Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata – 700 043, on or before date & time of opening of tender mentioned in the critical sheet otherwise the bid shall not be considered. The technical bid will be opened on **16.06.2022 at 15.30 hrs** in the presence of intending bidders.
13. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

DIRECTOR

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement /e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site thro' 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 only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the 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 eToken/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From my favourites folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 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 PDF/xls/rar/jpg/dwf

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

- 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 bids.
- 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 PriceBid/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) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:
E-mail: dirkol.iwai@nicemail.com, iwaical@yahoo.co.in
Contact Telephone Numbers: _033-24390393, Fax No. : 033-24395577
Person:



PART-I
FORM OF TENDER

To,
THE DIRECTOR
INLAND WATERWAYS AUTHORITY OF INDIA,
P-78, Garden Reach Road
Kolkata – 700 043

Name of Work: Supply of hire vehicle on monthly basis and on call need basis.

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.
3. I am tendering for the works mentioned in the table below and submitting the EMD separately for each stretch of National waterway in the form of demand draft in favor of IWAI Fund payable at Kolkata at Nationalized / schedule bank as per the details given therein:

Sl. No	Name of stretch	Demand draft No. & Date	EMD (Rs.)	Details of Bank (Name of Bank, Branch and address)
1				

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of **120 days** from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to an other right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and

conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agrees to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking 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.
- 11.0 I/We certify that the information / documents submitted by me are true and correct. If any misleading / incorrect /false/fake/fraud information/documents are found submitted by me at any stage of evaluation of bid or after award of work / signing of agreement, my EMD/Security Deposit shall be forfeited by IWAI.

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

WARRANTY FORM

M/s _____

_____ having its 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 _____ of

_____ and 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 the 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 Authority to execute the said works according to the terms and conditions of the said contract.
6. The contractor 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 work, its performance or personnel employed therein or environment.

Date:

For and on behalf of the Contractor.

Signature : _____

Name : _____

Stamp : _____

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways; Govt. of India)

INSTRUCTIONS FOR SUBMISSION OF BID

Item Rate tenders are invited through online from the resourceful & experienced reputed contractors/Agencies/firms for Supply of hire vehicle on monthly basis and on call need basis.

FOR SPECIAL ATTENTION

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

(B) TENDERER SHALL SUBMIT THE FOLLOWING: -

- a. **Proof of experience for similar type work works to be submitted along with tender.**
- b. Proof of details of the organization, financial status, and available manpower at least the key personnel etc to be submitted along with tender.
- c. Proof of registration certificate of GST to be submitted along with tender.
- d. Proof of registration certificate of the Firm from the relevant department or non register contractor having experience with IWAI.

(C) **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 “Supply of hire vehicle on monthly basis and on call need basis.”

3.0 Total estimated cost of works is as under :

Sl. no.	Location of vehicle to be provided	Estimated Cost (In Rs.) including all taxes, contractor profit, & other statutory dues, etc, excluding GST.
1	The work for supply of hire vehicle on monthly hire basis and on call need basis and type of vehicle required has given in clause No-19 of terms and conditions of tender	
i)	Haldia	Rs.972408
ii)	Farakka	Rs.601500
iii)	Kolkata	Rs.6,96,000
iv)	Dzire vehicle oncall need basis for Swaroopganj Sub-Office and 15 days maximum in a month.	---

- 4.0 Tender should be submitted online at <https://eprocure.gov.in/eprocure/app> on or before 15.06.2022 upto 15.00 hours in two bid system i.e. Technical & Commercial Bid and Price Bid of offer and will be opened online on 16.06.2022 at 15:30 hours at INLAND WATERWAYS AUTHORITY OF INDIA, P-78, Garden Reach Road, Kolkata – 700 043.

Technical Bid:

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

- a) Original Bid document duly filled in and completed in all respects except prices, signed with rubber seal on every page except Financial Bid as a proof of acceptance.
- b) Tender Acceptance letter (To be given on Company Letter Head)
- c) EMD and tender cost (Demand Draft as prescribed in the tender).
- d) Registration certificate of the Firm from concerned Authority/Department or non register contractor having experience with IWAI (Document proof to be submitted).
- e) Proof of valid registration certificate of GST
- f) Experience certificate for similar type of works.
- g) Latest certificate of Bank solvency from Nationalize /schedule bank as prescribed.
- h) Letter of Authority for signing and negotiation of tender (as the case may be).
- i) Permanent Account Number (PAN) issued by Income Tax Department.
- j) ITR for the last 3 years.
- k) Cancelled cheque for E-Payment (As per annexure-III)
- l) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- m) The bidder declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
- n) In addition to the above, the contractor is required to submit scanned copy of other document if any to full fill all the condition of the tender document and the same may be attached after thoroughly read/study **failing which he will be treated as technically disqualified.**

Price Bid:

The price bid shall be submitted online for

- (i) Schedule of Prices duly filled in the specified form.

(ii) 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 Earnest Money Deposit as indicated in the Notice inviting tender should be submitted by Demand Draft drawn in favor of “IWAI-Fund” payable at Kolkata on any Nationalized/ Scheduled Bank of India or RTGS in the following Bank Accounts. The original demand draft for tender fee and EMD should be deposited before closing date and time of submission of bid at IWAI, P-78, Garden Reach Road, Kolkata – 700 043. In case the EMD and tender fee is not reached the Office of inviting Officer before submission date and time of the bid, the bid is liable for rejection.

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

vi.)Name of Bank Account:	IWAI FUND
vii.) Bank Name and Address	State Bank of India, Garden reach Branch, Kolkata
viii.)Bank Account Number	31661496517
ix.) IFSC	SBIN0001402
x.) MICR Code	700002126

- 7.0 In case the bidder decide not to participate for this work, then the down loaded complete set of bid document may kindly be withdrawn from the e-tender CPPP site.
- 8.0 The bids can only be submitted in the name of the bidder in whose name the bid documents were downloaded i.e. the bids can only be submitted by the bidder having DSC in his own name otherwise the bid will not be rejected.
- 9.0 Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.
- 10.0 Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder’s organization as following:
- 10 (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
- 10 (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.

- 10 (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
- 10 (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
- 10 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished along with the Tender.
- 10 (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
- 11.0 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 12.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case IWAI requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid
- 13.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 14.0 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 a unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date

specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.

- 16.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit in accordance with tender conditions EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.
- 17.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 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 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.

21.0 **Suspension of Business of Contractor**

As per clause no 23.2 & 23.3 of CPWD Enlistment rule -2005 modified upto 08.07.2013 suspension of business and removed from the list and are not eligible for award of any work whenever adverse report related to adverse performance, misbehavior, direct and indirect involvement in threatening, making false complaint, filing legal suites for playful reasons, hampering tender process or execution of contract or any act, omission or commission etc. damaging the reputation of department / Officer or other type of complaint considered fit by Authority,.

22.0 **Banned or Blacklisted Contractors**

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).

If a bidder has been banned by any Govt. or Quasi Govt. Agency or PSU, this fact must be clearly stated and it may not necessarily be a cause of disqualifying the firm. If this declaration is not given, the bid shall be rejected as non-responsive.

23.0 LAST DATE AND TIME FOR SUBMISSION AND OPENING

The tender shall be received on line upto 15.00 hrs. on 15.06.2022 and shall be opened at 15.30 hrs. on 16.06.2022 in the presence of authorized representatives of the tenderers who would like to be present at the time of opening.

24.0 VALIDITY OF PRICES

- 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 to scope and the situation of works or any issue as related to the work as considered necessary before the submission of the tenders.

25.0 Submission of false documents

Even after award of contract and subsequent execution of agreement any information/facts/documents submitted by you if found misleading, incorrect, false etc. IWAI reserve the right to terminate the contract without giving any prior notice and the EMD/SD amount submitted for this work will be forfeited.

- 26.** If the bid amount is less than 15% of estimated cost than a justification along with rate analysis of quoted rates would have to be attached alongwith online technical bid.

27. DETAILS OF OFFER

- i) IWAI reserves the right to segregate the work to one or more parties without assigning any reason thereof.
- ii) IWAI has the right to reject any or all of the tenders without assigning any reasons and will not be bound to accept the lowest or any other tender or to give any reason for such decision.

PART - II

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

INTEGRITY AGREEMENT

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

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata- 700043.

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/HV/2022-23) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Supply of hire vehicle on monthly basis".

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 wilful 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

SCHEDULE 'A' : Salient Features of the work.

Name of Work : The work for supply of vehicle on monthly hire basis.

Estimated cost of work: :Rs.972408/- for Haldia, Rs.601500/- for Farakka and Rs.6,96,000/- for Kolkata and for Swaroopganj oncall need basis. This estimate, however, is given merely as a rough guide.

(a) Earnest Money : Rs.19500/- for Haldia, Rs.12,000/- for Farakka and Rs.14,000/- for Kolkata

(b) Performance Guarantee : 3% of work value.

(c) Security Deposit : 5% of work value.

SCHEDULE 'B' : General Rules & Directions with reference to General Conditions of Contract: -

(i). Officer inviting tender: - Director

(ii). Tender Accepting Authority:- Inland Waterways Authority of India

(iii). (a) Time allowed for submission of Performance Guarantee as per clause 3.1 of GCC from the date of issue of letter of acceptance:-

(b) Maximum allowable extension beyond the period provided in (iii) (a) above:-

(iv) Percentage on Cost of Materials & Labour to cover all overheads and profits:- 15%

(v) Standard Schedule of Rates:-Reference of Market rate

(vi) Specifications to be followed:- -----

(viii) Competent authority of grant extension of time :-

(a) Director/Er. in charge, IWAI if the amount of contract is up to 100 lakh.

(b) Chief Engineer IWAI if the amount of contract is up to 200 lakh.

(c) Member(Technical), IWAI (if the amount of contract is upto 300 lakh).

(d) Vice-Chairman/ Chairperson, IWAI, (if the cost of contract is more than 1000 lakh

(e) Chairman, IWAI, Noida full power.

(ix) Competent authority to levy liquidated damages for delay under clause 17:-

- (a) Director/Er. in charge, IWAI if the amount of contract is up to 100 lakh.
- (b) Chief Engineer IWAI if the amount of contract is up to 200 lakh.
- (c) Member (Technical), IWAI (if the amount of contract is upto 300 lakh).
- (d) Vice-Chairman/ Chairperson, IWAI, (if the cost of contract is more than 1000 lakh
- (e) Chairman, IWAI, Noida full power.

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 authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (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 through which the works are to be executed.
- (xix) **Vessel** : means the vessel/craft belonging to the Contractor for carrying out the work.
- (xx) **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.
- (xxi) **Urgent Works**: means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxii) **Work/ works**: means work / works to be executed in accordance with the contract.
- (xxiii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xxiv) District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xxv) 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

- 3.1 The contractor shall be required to deposit an amount equal to 3% of the tendered value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order.
- 3.2 Performance guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. 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.

CLAUSE – 4: SECURITY DEPOSIT

- 4.1 A sum @ 08% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as the earnest money will amount to security deposit of 5% of the contract value of work. Bank guarantee will not be accepted as security deposit.
- 4.2 The total security deposit shall remain with IWAI till the defect liability period is over or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.
- 4.3 No interest will be paid on security deposit.
- 4.4 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 4.5 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 4.6 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted

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

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-7: DUTIES AND POWERS OF THE ENGINEER-IN-CHARGE REPRESENTATIVE

- 7.1 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.
- 7.2 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.
- 7.3 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.

- 7.4 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 – 8: 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 – 9 : 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 – 10: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 36 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-36.

CLAUSE – 11: COMMENCEMENT OF WORK

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

CLAUSE - 12: INSTRUCTIONS AND NOTICE

- 12.1 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.
- 12.2 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.
- 12.3 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 – 13: 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 - 14: 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 - 15: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

- 15.1 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.
- 15.2 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 - 16: LABOUR

- 16.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the contractor on the work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued there-from from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.
- (c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, the Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- 16.4 The Contractor shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:
- i) Payment of Wages Act, 1936 (Amended)
 - ii) Minimum Wages Act, 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) Maternity Benefit Act. 1961 (Amended)
 - vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
 - viii) The Industrial Disputes Act. 1947 (Amended)
 - ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:

- ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

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

- 16.5 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

CLAUSE – 17: LIQUIDATED DAMAGES FOR DELAY

- 17.1 If the contractor fails to supply the vehicle on or before the date mentioned as per contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below.

- (i) Liquidated Damages @ 1.5 % per month of delay
for delay of work to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The competent authority mentioned in Schedule 'B' (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 16 or that the work remains incomplete.

The amount of liquidated damages may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the authority.

CLAUSE – 18: PAYMENT ON ACCOUNT

- 18.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).
- 18.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amount already paid, the

security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

- 18.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- Charge.
- 18.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorised representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the EIC.
- 18.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in- Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.
- 18.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 18.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 19: TAXES, DUTIES AND LEVIES ETC.

- 19.1 The monthly prices shall include all the taxes, levies, cess, octroi, royalty, 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 monthly rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc except GST as applicable. However, GST as applicable shall be reimbursed only on production of proof its remittance.

CLAUSE-20: TAX DEDUCTION AT SOURCE

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

CLAUSE – 21: PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the

disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 22: OVER PAYMENTS AND UNDER PAYMENTS

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

CLAUSE - 23 : CLAIMS

- 23.1 The contractor shall send to the Engineer-in-Charge once in every month on account giving particulars, as full and detailed as possible of all claims for any additional payment to which the contractor may consider himself entitled and of all

extra work or additional work ordered in writing and which has been executed during proceeding month.

- 23.2 No claim for payment of any extra work or expenses will be considered which has not been included in such particulars. The Engineer-in-Charge may consider payment for any such work or expense, where admissible under the terms of the Contract.
- 23.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished.

CLAUSE 24 : INTEREST

‘No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

PART-III
Terms & Conditions of Contract

2. The main objective/purpose to take two hire vehicles are for (i) Inspection of under construction of Multi Modal terminal at Haldia and (ii) Under construction of new navigational lock at Farakka, for IWAI, Kolkata office and IWAI Sub-Office swaroopganj.
3. The monthly charges payable shall be all inclusive i.e. salary of driver, fuel, maintenance, cleanliness, repairs, insurance, any other incidental expenses, etc except GST as applicable. Nothing extra will be payable in this regard
4. **For Haldia under IWAI Kolkata Office :** The running KM of supply of hire vehicle is 4000km per month for 12 hours duty per day and 26 days per month. Beyond 12 hours, over time allowance will be admissible and beyond 4000km per month extra running km will be admissible. Beyond 4000km overtime hours or extra km either one is payable which will higher side.
5. **For Farakka under IWAI sub office at Farakka:** The running KM of supply of hire vehicle is 2000km per month for 12 hours duty per day and 26 days per month. Beyond 12 hours, over time allowance will be admissible and beyond 2000km per month extra running km will be admissible. Beyond 2000km overtime hours or extra km either one is payable which will higher side.
6. **For IWAI Kolkata Office :** The running KM of supply of hire vehicle is 3000km per month for 12 hours duty per day and 26 days per month. Beyond 12 hours over time allowance will be admissible and beyond 3000km per month extra running km will be admissible. Beyond 3000km overtime hours or extra km either one is payable which will higher side.
7. **For Swaroopganj under IWAI Kolkata Office :** The agency will provide Vehicle in good condition oncall need basis and hire charges will for 12 hours duty per day over time allowance will be admissible beyond 12 hours. Further, beyond 12 hours duty time (fixed) overtime allowance or extra km either one is payable which will higher side.
8. **If the vehicle will go for out station duty for Haldia/Faraka or any other places and returned within 12 hours then no out station charges will payable. If vehicle will stay at night, then night halt charge will be applicable only. If vehicle will stay at night, then over time will payable beyond 12 hrs duty till end of the duty of the Driver of that day only and no overtime allowance will be payable during sleeping/rest by Driver at night.**

- 9. Two vehicles will report at IWAI Kolkata Office, another vehicle will report at IWAI, Farakka Sub Office and other vehicle will report as and when required to IWAI Sub office Swaroopganj oncall need basis subject to maximum 15 days in a month.**
10. Toll tax, parking charges, etc shall be paid on actual basis on submission of receipt/bill.
11. The vehicle will be parked in IWAI office campus. If agency intend to keep the vehicle at his own garage, then from Garage to Office and vice versa will be maximum allowed for 4km x 2 only.
12. The vehicle which is required for Multimodal Modal terminal at Haldia will be station at IWAI, Kolkata (P-78, Garden Reach Road) and will frequent visit to Haldia for official inspection works.
13. In case of vehicle break down, the agency will provide substitute similar vehicle to IWAI immediately.
14. If the service is found unsatisfactorily, IWAI reserve the right to terminate the contract by giving one month prior notice. In case the suppliers fail to provide the vehicle as per terms and condition, the vehicle will be de-hired without prior notice.
15. Vehicle should remain insured during the period of deployment.
- 16. The monthly payment shall be made by RTGS within 15 days after submission of the certified bills after deduction of necessary statutory dues. No part payment shall be made.**
17. In case of accident, life injury to the driver /others, the full responsibility/ other liabilities shall be borne by the agency. IWAI shall not be responsible for any accident/damage and claim etc whatsoever.
- 18. IWAI shall initially award the works upto June 2023, however IWAI reserve the rights to extend the contract for further period of another one year i.e. from July 2023 to June 2024 at the same rate, terms and conditions of last year agreement after getting willingness from the concern contractor and subject to satisfactorily performance of the works. It can be further extended another two years i.e. from July 2024 to June 2025 and from July 2025 to June 2026 by 5% enhancement on each item of rate for each year over the awarded rate of previous year agreement at the same terms and conditions of the contract after getting willingness from the contractor and subject to satisfactorily performance of the works.**

19. The category of vehicle to be hired is as under: -

Name of the Vehicle	Number of vehicle	Locations of requirement
SUV type (Innova/Scorpio /XL6, etc) Hire vehicle on monthly basis upto 4000km	One (01)	Kolkata/ Haldia
SUV type (Innova/Scorpio /XL6, etc) Hire vehicle on monthly basis upto 2000km	One (01)	Sub Office Farakka
Sedean/Hatch back type (Dzire Amaze/Xecent/Verna, etc) Hire vehicle on monthly basis upto 3000km	One (01)	R.O Kolkata
Sedean/Hatch back type (Dzire Amaze/Xecent/Verna, etc) oncall need basis.	One (01)	Swaroopganj Sub Office

20. The Contractor shall provide dedicated vehicles & drivers and any charges in vehicle and/or driver should be made only in very exceptional circumstances. Replacement of the vehicle/driver. The driver should be having transport License, with minimum experience of five years and their antecedents should be duly verified by Police Authorities at the instance of the contractor.
21. Payment of minimum charges agreed upon shall be made every month, provided that if the contract does not commence/end in the beginning/end of the month payment of minimum charges will made on proportionate basis.
22. Payment shall also be made on monthly basis on the actual usage of the vehicle by the Department including
23. The drivers employed along with the vehicle should satisfy the following conditions: -
- Drivers should have minimum 5 years of experience in driving. They should have vehicle transport license for driving vehicles.
 - Drivers should be well versed with the roads and the places in between Rajmahal – Berhampore-Kolkata-Haldia.
 - Driver should be decently dressed. Preferably wear light coloured shirt with dark trousers and black/brown shoes.
 - Driver should be provided with a mobile phone.

- e) Driver should be decent and well behaved and should not have any criminal cases pending against him.
 - f) Car should be kept clean and odour free, suitable for office use.
 - g) Car should have all type of Mobile Charging facilities.
 - h) **Fuel card facilities for fuelling of Vehicle should have with Driver during outstation/local duty.**
 - i) Driver should be decent and well behaved and should not have any criminal cases pending against him.
24. The liability on account of fuel, driver and all expenses relating to maintenance, insurance, pollution clearances etc. of the vehicle would, solely and wholly, be responsibility of the contractor and the department will not bear any liability apart from hiring charges and toll/entry charges.
25. The contractor will indemnify for loss / damage of property or life because of negligence/ poor maintenance of the vehicle/accident.
26. In case of non-compliance of the above terms & conditions, the following penalty will be levied.

Sl. No.	Name of default	Penalty charges
1.	Late Reporting	25% of the Hire charges per day.
2.	Non-reporting without permission /intimation to office.	150% of the Hire charges per day.
3	Poor maintenance of vehicle	Rs.2000/month.
4	Refusal of duties	200% of the Hire charges per day.
5	Change of driver without permission/intimation	Rs.200/- per instance.
6	Vehicle kept unclean	50% of Hire charges per day
7	Not having Fuel Card and beg to borrow money from Officials	25% of the Hire charges per day.

The above penalty shall be levied on the basis of the certificate given by the officer utilizing the vehicle.

27. In case of vehicle breakdown, a substituted vehicle shall be provided by the contractor immediately. In case vehicle does not report within reasonable time or does not report at all, the department would have right to hire a vehicle from local market and the expenditure thereon will be deducted from the subsequent monthly bills/running bills of the contractor or from the security deposit.

28. EIC or his representative will not satisfy with the Driver than the agency will be replaced with good experience Driver immediately after intimation.
29. **The maintenance work of the hire vehicle to be carried out by the agency on Sunday if no engagement of official in this day.**
30. **The agency shall be supplied the vehicles within 10 (Ten) days from the date of issuance of work order otherwise L.D. will be applicable as per contract clause.**
31. **The agency shall have to maintain a daily logbook/register and on the basis of this logbook/register payment will be released.**
32. **The contractor is to provide vehicles having commercial registration only. The photocopies of the registration certificate, tax token, insurance certificates etc. of the available vehicles are to be submitted in concerned IWAI office within 10 days from the date of issue of work order alongwith its acceptance.**
33. The agency should have to Provide Fastag facilities for smooth crossing of tollgate on national Highway.
34. **If the fuel cost is enhanced more than 10% or decreased less than 10% of the Base Fuel Price (i.e., the price prevailing as on date of work awarded) then the differential proportionate price will be adjusted/paid on quarterly by enhancing/reducing the rates on each item in next quarter.**
35. **If the Agency will not submit the price adjustment bill on quarterly basis than IWAI have reserve the right to adjust the same against the monthly bills.**
36. **The every purchase of fuel receipt/invoice (proof of fuel cost per liter for price adjustment) shall be recorded in the log book/ duty register and duly certified by the concerned representative of IWAI failing of which the said bill will not be considered for payment.**
37. The condition of the vehicles should be to the satisfaction of the department. The department reserves the right to demand replacement of vehicle at any point of time in case performance of vehicle is not satisfactory.

PART – IV

SCHEDULE-A
(KOLKATA OFFICE FOR MMT HALDIA)
BILL OF QUANTITIES

Sl No	Description	UNIT	QTY	RATE	AMOUNT
A	Under Kolkata Regional Office for MMT Haldia.				
1	Supply of hire vehicle on monthly basis upto 4000km per month for 12 hours duty per day and 26 days per month.	Per month	12		
2	Extra KM beyond 4000km	Per Km	1		
3	Over time allowance beyond 12 hours duty.	Per hrs	1		
4	Night halt charges.	Per night	1		
5	Beyond 4000km overtime Allowance or extra km either one is payable which will higher side.	As applicable			
6	GST as applicable will payable				

SCHEDULE-B
(FARAKKA OFFICE)
BILL OF QUANTITIES

Sl No	Description	UNIT	QTY	RATE	AMOUNT
B	Under Sub Office Farakka				
1	Supply of hire vehicle on monthly basis upto 2000km per month for 12 hours duty per day and 26 days per month.	Per month	12		
2	Extra KM beyond 2000km running	Per Km	1		
3	Over time allowance beyond 12 hours duty	Per hrs	1		
4	Night halt charges.	Per night	1		
5	Beyond 2000km overtime Allowance or extra km either one is payable which will higher side.	As applicable			
6	GST as applicable will payable				

Note-Evaluation will be done on location wise and work can be awarded to one Agency or two Agencies those who will L-1 bidder subjected to full fill all technical parameter mentioned in the tender document.

(SIGNATURE OF TENDERER)
NAME & DESIGNATION :
NAME OF FIRM

SEAL:
DATE :

PART – IV

**SCHEDULE-C (R.O. KOLKATA OFFICE)
BILL OF QUANTITIES**

Sl No	Description	UNIT	QTY	RATE	AMOUNT
C	Under IWAI Regional Office Kolkata				
1	Supply of hire vehicle on monthly basis upto 3000km per month for 12 hours duty per day and 26 days per month.	Per month	12		
2	Extra KM beyond 3000km	Per Km	1		
3	Over time allowance beyond 12 hours duty.	Per hrs	1		
4	Night halt charges.	Per night	1		
5	Beyond 3000km overtime Allowance or extra km either one is payable which will higher side.	As Applicable			
6	GST as applicable will payable				

**SCHEDULE-D (FARAKKA OFFICE)
BILL OF QUANTITIES**

Sl No	Description	UNIT	QTY	RATE	AMOUNT
D	Under Sub Office Swaroopganj				
1	The agency will provide vehicle in good condition oncall need basis and hire charges will for 12 hours duty per day over time allowance will be admissible beyond 12 hours . Further, beyond 12 hours duty time (fixed) overtime allowance or extra km either one is payable which will higher side.				
2	Hire charges for 12 hours upto 150 kms Per day	Per day	1		
3	Extra charges beyond fixed Km & time				
a	Extra running Km	Per Km	1		
b	Extra Over time allowance Per hour	Per Hour	1		
4	Night halt charges.	Per night	1		
5	Beyond fixed duty time overtime allowance or extra km either one is payable which will higher side.	As applicable			
6	GST as applicable will payable				

Note-Evaluation will be done on location wise and work can be awarded to one Agency or two Agencies those who will L-1 bidder subjected to full fill all technical parameter mentioned in the tender document.

(SIGNATURE OF TENDERER)
NAME & DESIGNATION :
NAME OF FIRM

SEAL:
DATE :

PART-V
ANNEXURE

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 _____

Annexure –II

BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE GUARANTEE

To
The Chairman
Inland Waterways Authority of India
A-13, Sector-1
Noida - 201301

In consideration for the Chairman, Inland Waterways Authority of India hereinafter called ‘the Authority’ having agreed, under the terms and conditions of the Agreement dated made between..... and ...for the due fulfillment of the said Agreement by the Contractor of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....) at the request of..... Contractor(s), We (Bank) do hereby undertake to pay to the Authority an amount not exceeding Rs..... against any loss or damage caused to or suffered, or would be caused to or suffered by the Authority by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the authority by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement,. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers(s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully and its claim satisfied or discharge or till..... Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contactor(s) and accordingly discharges this Guarantee after..... years from the date of completion of the said contract unless a demand or claim under this Guarantee is served in writing on the bank but before the expiry of the said period of years in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period of years.

5. We,.....further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance

by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6. It shall not be necessary for the Authority to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Authority may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / supplier(s).

9. We,..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated thedate of.....200...
for.....
(indicate the name of Bank)
Signature.....
Name of the Officer.....
(in Block Capitals)
Designation of
Code No.....
Name of the Bank and Branch.

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM**

(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD)

NAME OF THE PROJECT: _____

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:

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

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

Name of the Bank : _____

Address of the Branch of the Bank : _____

Branch code : _____

Account Type : _____
(Saving/Current/Others)

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Date:

Signature of Authorized Signatory

BANK CERTIFICATION:

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

Date:

Authorized Signatory

Authorization

No. _____

Name: _____

Official Seal/Stamp

ANNEXURE-IV
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.
- 4.

Yours faithfully

(Signatures)

Copy in duplicate to:

1. The Regional Director, IWAI