

Tender Document

For

Annual Maintenance contract for 16 nos Virtual Machine (VMs)of cloud(LAMP) available at National Data Centre, Block III, Delhi IT Park, Shastri Park and 8 nos clouds at NIC Pune servers for IWAI



Ref No. IWAI/16027/1/2018-IT

INLAND WATERWAYS AUTHORITY OF INDIA

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

A-13, Sector-1, Noida (U.P.), PIN : 201301

1. NOTICE INVITING TENDER

Online bid are invited in two cover systems from eligible firms / venders as per details given below.

| | | |
|---|---------------------------------------|---|
| 1 | Name of work | Annual Maintenance contract for 16 nos Virtual Machine (VMs) of cloud(LAMP) available at National Data Centre, Block III, Delhi IT Park, Shastri Park and 8 nos clouds at NIC Pune servers for IWAI |
| 2 | Published date | 03.02.2021 |
| 3 | Closing Date of Online Tender | 15.02.2021 |
| 4 | Earnest Money Deposit: | Rs. 16,160 /- |
| 5 | Tender opening date & time | 16.02.2021 |
| 6 | Cost of tender document: | Rs. 500/- |

Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites www.iwai.nic.in and <http://eprocure.gov.in/eprocure/app> . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.

1. The tender document can be downloaded from the IWAI website "www.iwai.nic.in" and CPP Portal Website <http://eprocure.gov.in/eprocure/app>.
2. The cost of tender documents / EMD as mentioned above should be submitted through RTGS/NEFT as per clause in 13.1 (a) and 13.1 (b) in instructions to the bidder.
3. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder.
4. Tenderer/Contractor are advised to follow the instructions provided in the **Instructions to the Contractors/Tender for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <http://eprocure.gov.in/eprocure/app>.**

Secretary

2. INSTRUCTIONS TO THE BIDDER

1. Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive sealed tenders for the work "Annual Maintenance contract for 16 nos Virtual Machine (VMs)of cloud (LAMP) available at National Data Centre, Block III, Delhi IT Park, Shastri Park and 8 nos clouds at NIC Pune servers for IWAI" herein after referred as "work". This work will be extended to another 2 years purely on the basis of performance of the firm.

2. The original tender document is to be duly filled in and submitted to the Authority along with technical bid, EMD and other documents in accordance with the instructions.

3. The bidders will be required to give in writing a satisfactory assurance of its ability and intention to complete the work & service pursuant to the contract within the time set forth therein.

4. TENDER DOCUMENT: - The required work, tender procedure and contract terms are prescribed in the tender documents. In addition to the invitation for tender, the tender documents include the following: -

1. Notice Inviting Tender.
2. Instructions to bidder.
3. Instructions to the Contractors / Bidders for the e-submission of the bids.
4. General conditions of contract.
5. Special conditions of contract.
6. Schedule of Delivery.
7. Technical specifications and Compliance Statement.
8. Tender acceptance letter.
9. Bid Form / Price Schedule .
10. Contract Form.
11. Performance Security Form.
12. Integrity agreement.

5. The bidder is expected to examine the tender document including all instructions, forms, terms, technical specification etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in "REJECTION OF TENDER BID" submitted by the individual bidder.

6. The bidder shall furnish his special condition if any so as to meet his requirement. The same may be considered in the tender evaluation.

7. Prospective bidder requiring any further clarification on the tender document may notify Authority in writing not later than 2 days prior to the dead line fixed for submission of tender.

8. At any time prior to the dead line for submission of tender, the Authority may for any reason whether by its own initiation or in response to clarification requested by a prospective bidder, modify the tender document by amendments.

8.1 The amendments shall be part of the tender document defined / described at clause-4 and published in CPP Portal.

- 8.2 In order to afford prospective bidder reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of bid.
9. The tender document filled by the bidder and all correspondence and documents relating bidder and the bid exchanged by the bidder and the Authority shall be written in ENGLISH.
10. The tender document filled by the bidder shall comprise of the Technical bid and the Financial bid as explained in clause 17.
11. The bidder shall complete the price schedule included herein stating the price under the contract. Prices quoted by the bidder shall remain fixed and valid till the validity time.
12. Price shall be in the Indian currency.

13. **EARNEST MONEY DEPOSIT AND TENDER FEE:** -

- 13.1 (a)** All Bidders **excepts** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and the firms registered with concerned Ministeries/ Departments on submission of a valid registration certificate as per Government of India rules, shall furnish an EMD of amount Rs. 16,160 /- shall be deposited to IWAI Fund through RTGS/NEFT.

RTGS/NEFT Details-

Name of Bank Account : IWAI FUND
Bank Name & Address : Union Bank of India, Sector 15 Noida
Bank Account Number : 513202050000007
IFSC : UBIN0551325

13.1 (b) Tender Fee

All Bidders **excepts** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and the firms registered with concerned Ministeries/ Departments on submission of a valid registration certificate as per Government of India rules, are required to pay cost of Tender Documents amount of Rs. 500 (Rupees Five Hundred only) in IWAI FUND through RTGS / NEFT as details below. **The Tender Fee is Non-Refundable.**

- i) Name of bank account: IWAI FUND (Internal Receipts)
- ii) Bank name and address: Punjab National Bank, Sec-18, Noida
- iii) Bank account Number: 3702000100833867
- iv) IFSC: PUNB0370200

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

13.3

- a) The EMD will be returned to the unsuccessful Tenderer after finalization of the tender and no interest will be paid on EMD.
- b) EMD will be returned to successful bidder after submission of performance Security / Agreement.

C) PERFORMANCE SECURITY

The contractor shall be required to deposit an amount equal to 3% of the contract value of the work as performance security in the form of RTGS/NEFT **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.

The bank guarantee should remain valid for a period of sixty days beyond the end of 'Period of liability' i.e. contractual obligations.

13.4 The EMD may be forfeited if,

- a] The bidder withdraws his bid during the period of bid validity specified on the bid form.
- b] The successful bidder fails to sign the contract in accordance with clause 26. or furnish the performance security(BG) in accordance with clause 25.

14. Period of Validity of bid: -

14.1 Bid shall remain valid for 90 days from the date of bid closing prescribed by the Authority as per the clause 18.

14.2 Not withstanding clause 14.1 above, the Authority may at its discretion solicit the bidder's consent for extension of the bid validity. The request and the response shall be made in writing.

15. All pages of the bid shall be duly signed by the person or persons signing the bid. The name of and position held by the person signing the bid must be typed or printed below the signature.

16 The bid shall not contain erasures/over writing except as necessary to correct errors by the bidder in which case the person signing the bid shall install such correction.

16.1 Tender forms are not transferable and its cost is not refundable.

17. **SUBMISSION OF BID:** -

The tenderer are required to submit their tender in two parts in as given below:

17.1 Technical Bid:

The tenderer shall submit the technical proposal keeping in view the requirement of this tender. The technical proposal would among other, include the following:

Tender should be submitted in two covers viz. separate online Envelope-1 (Technical Bid) and Envelope-2 (Financial Bid). The online bid has to be submitted in the following portal ID:- <https://eprocure.gov.in/eprocure/app>.

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

COVER-1

- a) Tender cost (All bidders are required to pay INR 500/-towards Cost of tender fees deposited in IWAI FUND as per in clause 13.1 (b). The Tender fee is Non-refundable .
- b) Earnest Money Deposit (through RTGS / NEFT as Per Clause 13.1(a).
- c) The Bank Solvency should be in the name of the Tenderer issued by banker with full address of issuing authority with validity. The value of Bank solvency shall not be less than **Rs. 3,23,200.**
- d) Incase MSME(Micro and Small Enterprises) , submit valid registration certificate as per Govt. of India rules.

COVER-2

- a) Declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- b) Duly filled "Tender Acceptance Letter".

COVER-3

- a) Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- b) A signed declaration stating that no alteration has been made in any form in the downloaded tender document.

COVER-4

- a) Background of the organization with respect to experience and brief description of projects recently undertaken.
- b) Certificate to the effect that firm has at least 3 cloud valid certificates like AWS.
- c) Copies of similar work from reputed organisation in the current years issued by the client, etc. are to be furnished.
- d) Copy of list of offices, organizations where they are maintaining and administrating server through cloud and running successfully.
- e) Bidders Registration Certificate
- f) Copy of Document in the respect of PAN, GST number.
- g) Copy of Audit report / Balance Sheet /balance sheet along with turnover, profit/loss for the last three financial years (2018-19 ,2019-20 & 2020-21). Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least **Rs.8,08,000 lakhs.**

COVER-5

- a) Copies of work orders and performance certificates / job completion certificates issued by the client during the past 3 years, for evaluation of financial & technical capabilities of the bidders. Supply orders and performance certificates / job completion certificates shall be in the name of bidder only clearly indicating the value of work. Experience of Cloud Server in Govt. / Private Organisation during last 3 years ending last day of month previous to the one in which this tender is invited should be either of following:

- (i) Three works **each** costing not less than **Rs. 3,23,200;**
or
(ii) Two works **each** costing not less than **Rs. 4,84,800;**
or
(iii) One similar work costing not less than **Rs. 6,46,400.**

THE TECHNICAL PROPOSAL SHALL NOT CONTAIN ANY REFERENCE TO THE PRICES QUOTED.

17.2 Financial Bid:

This will contain prices to be charged for completing the work and will comprise of the bid form and price schedule duly filled in and signed. mentioned Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. The bidder shall quote rates and prices for all items described in the price schedule (BOQ).

THE PRICE QUOTED SHALL BE INCLUSIVE OF ALL TAXES. NO ESCALATION IN PRICE ON ANY ACCOUNT SHALL BE ACCEPTED.

17.3. Submission of Tender

Bidder can download tender document from iwai.nic.in or <http://eprocure.gov.in/eprocure/app>. Last date of submission of online bid will be 15.02.2021 not later than 3.00 pm and Technical bid will be opened online on 16.02.2021

18." DEAD LINE FOR SUBMISSION OF BIDS":

The bids shall be received by the Authority online CPP Portal in clause 17.3.

19. The Authority may at its discretion extend the dead line for the submission of bids in accordance with clause 8.2 in which case all rights and obligation of the Authority and bidders previously subjected to the dead line will thereafter be subjected to the dead line as extended.

20. Email, fax and cable offers will not be considered under any circumstances.

21." BID OPENING AND EVALUATION": -

The Authority shall open the technical bid online at the opening time at the location prescribed for submission of bid under clause 17. Price bids will be opened at a later date after evaluation of technical bids. The opening date for price bids will be informed to the tenderer whose bids would qualify technically.

22. CLARIFICATION OF BIDS: - To assist in the examination, evaluation and comparison of bids the Authority shall at its discretion call the bidder for clarification on its bids. All responses to request for clarification shall be in writing and no change in price or substance of the bid shall be sought offered or permitted. The Authority shall not be responsible for expenses for obtaining clarifications.
23. The Authority shall not bind itself to accept the lowest bid and reserves the right to split the order if necessary and also to accept or reject any or all bids or part there of without assigning any reason whatsoever, prior to award of contract without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidders of the ground for the Authority's action.
24. The Authority reserves the right at the time of award of order to increase or decrease the quantity of equipment's specified in the price schedule without any change in unit prices or other terms and conditions. The decision of the Authority shall be final.
25. The Authority will notify the successful bidder in writing that the bid has been accepted. The successful bidder will be required to enter into a contract with the Authority in the form given in these documents and has to furnish performance security within 15 days of award of work.
26. The successful bidder shall sign the contract on stamp paper within 15 days from the date of issue of supply order. The contract shall be submitted in duplicate.
27. **Make in India:**
As per policy of Govt. of India to promote Make In India, the provision vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.
28. When the Contract can be determined (in this case Engineer-in - Charge is the In Charge of the work).
- 28.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
 - ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge he will be unable to secure completion of the

- work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
 - iv. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
 - v. If the contractor shall offer or give or agree to give to any person in IWAI service, or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of contract.
 - vi. If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
 - vii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjust insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being enforce for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
 - viii. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - ix. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
 - x. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the IWAI with the approval of the competent authority shall have powers:

- a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already

recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IWAI.

- xi. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof: as shall be un-executed out of his hand and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.
- xii. the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-- in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

3. 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 enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/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 through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra 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 thorough 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 the 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/
- 14) Formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.

- 15) If there are any clarifications, this may be obtained through the site Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 16) 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.
- 17) Bidder should submit the Tender Fee/ EMD as specified in the tender. Scanned copy of the receipt should be uploaded as part of the offer, if asked for.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The details of the RTGS/NEFT (Transaction Reference No.) 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) The price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns . The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered

will not 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 : iwainoi@nic.in

Contact Telephone Numbers : 0120-2549856.

4. GENERAL CONDITIONS OF CONTRACT

1. "USE OF CONTRACT DOCUMENTS AND INFORMATION"

- 1.1 The firm shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.2 The Firm shall not, without the Authority's prior written consent make use of any document or information specified in Clause 1.1 above except for purposes of performing the contract.
- 1.3 Any document other than the contract itself, specified in clause 1.1 above, shall remain the property of the Authority and shall be returned (in all copies) on completion of the Firm's performance under the contract if so required

2. CHANGE ORDERS

- 2.1 The Authority may at any time, by written notice to the firm make changes within the general scope of the Contract.
- 2.2 Upon notification by the Authority of such change, the firm shall submit to the Authority an estimate of costs for the proposed change (hereinafter referred to as the change or changes), including any change in the schedule of payments, within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the change if applicable.
- 2.3 The firm shall not perform changes in accordance with clause 2.1 above until the Authority has authorised a change order in writing on the basis of the estimate provided by the Firm as described in Clause 2.2 above.
- 2.4 Adjustments in the contract price authorized by a change pursuant to clause 2.3 are not subject to renegotiation, and such adjustments shall be deemed to include any cumulative effect of this and previously authorized changes.
- 2.5 Changes mutually agreed upon as a change shall constitute a part of the supply under this contract and the provisions and conditions of the contract shall apply to said change.

3. CONTRACT AMENDMENTS:

3.1 Subject to clause 2, no variation in or modification of the conditions and terms of the contract shall be made except by written amendment signed by the firm & IWAI.

4. SUBCONTRACTS:

4.1 The firm shall not subcontract all or any part of the contract.

5. INSPECTION AND TESTS

5.1 The inspection & tests of the work shall be carried out in the presence of both parties as mentioned in the supply order.

5.2 If any inspected or tested work fail to conform to the specifications, the Authority may reject them, and the firm shall either replace the rejected work or make all alterations necessary to meet the requirements of the specifications, free of cost to the Authority.

5.3 The Authority's right to inspect, test and, where necessary, reject the work after the commencement of work at the site shall in no way be limited or waived by reason of the work having previously been inspected, tested and passed by the Authority.

5.4 Nothing in this clause 5 shall in any way release the firm from any warranty or other obligations under the contract.

6. PATENT RIGHTS

6.1 The firm shall copyright; indemnify and hold the Authority harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the software or any part thereof.

7. INDEMNITY

7.1 The firm and the Authority shall indemnify /hold harmless each other from and against such claims and liabilities as provided in the special condition of contract.

7.2 Notwithstanding anything in this contract to the contrary, it is agreed that neither the firm nor the Authority shall be held liable to the other party for loss of profit, loss of use or any other indirect or consequential damage.

8. ACCEPTANCE

8.1 Upon completion of the initial maintenance work & commencement in all respect, the concerned official assess the work carried out.

9. TRANSFER OF TITLE

In case need of transfer of title required, after initial payment as per

the tender condition, shall become and remain the property of the Authority.

10. MAINTENANCE & ADMINISTRATION

- 10.1 The firm shall warrant to the Authority that the services supplied under the contract will comply strictly with the contract.
- 10.2 This MAINTENANCE shall remain valid for minimum 12 months for work from the final acceptance unless specified otherwise in the special conditions of contract.
- 10.3 The Authority shall promptly notify the firm in writing of problems arising during the maintenance.
- 10.4 Upon receipt of such notice, the firm shall promptly resolve the issues at ultimate destination.
- 10.5 Without prejudice to clause 10.3 and 10.4 the firm shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 10.3 and 10.4 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.
- 10.6 If the firm, having been notified, fails to remedy the defect(s) in accordance with the contract the Authority may proceed to take such remedial action as may be necessary at the firm's expense. The firm's warranty pursuant to this clause is without prejudice to any other rights or remedies, which the Authority may have against the firm under the contract.

11. PAYMENT

Payment will be made in equal installments after satisfactory completion of every three months.

- 11.1 The amounts in which payment shall be made to the firm under the contract shall be as specified in the Bid form or amounts finalised consequent to negotiation.
- 11.2 Subject to clause 2 of the General Conditions of Contract, prices charged by the firm for work and delivery under the contract shall not vary from the prices quoted by the firm in the Bid form.

12. EXTENSION IN THE FIRM'S PERFORMANCE

- 12.1 Completion of work shall be made by the firm in accordance with the delivery schedule, pursuant to the special conditions of contract.
- 12.2 The firm may claim extension of the time limits as set forth in the work schedule in case of: -
 - a] Force Majeure pursuant to clause 18 and
 - b] Delay in maintenance of cloud caused by orders issued by

the Authority,

c] Changes ordered by the Authority pursuant to Clause 2

13. TERMINATION FOR DEFAULT

13.1 The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the firm, terminate the contract in whole or in part:

a) If the firm fails to complete the work within the time period(s) specified in the contract, or any extension thereof granted by the Authority pursuant to clause 12 or

b] If the firm fails to perform any other obligation(s) under the contract and if the firm in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Authority may authorise in writing) after receipt of a notice of default the Authority specifying the nature of the default(s).

13.2 In the event the Authority terminates the contract in whole or in part, pursuant to clause 13.1 above, the Authority may procure, upon such terms and in such manner as it deems appropriate, software similar to the undelivered and the firm shall be liable to the Authority for any excess costs. Notwithstanding the above the firm shall continue performance of the contract to the extent not terminated.

14. TERMINATION FOR INSOLVENCY

14.1 The Authority may at any time terminate the contract by giving written notice to the firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent, Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

15. TERMINATION FOR CONVENIENCE

15.1 The Authority may by written notice to the firm terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Authority convenience, the extent to remaining part of supply under the contract is terminated, and the date upon which such termination becomes effective.

16. RESOLUTION OF DISPUTES/ARBITRATION

16.1 The Authority and the firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

16.2 If, after thirty (30) days from the commencement of such

informal negotiation the Authority and the firm have been unable to resolve amicably a contract dispute either parties may require that the dispute be referred for resolution by arbitration. For this purpose Chairman, IWAI whose decision be final and binding on the both parties, will appoint an Arbitrator. Any dispute arising out of the contract shall be within the jurisdiction of court at Delhi.

17. APPLICABLE LAW

17.1 The contract shall be governed by/ interpreted in accordance with the laws of Govt. of India.

18. FORCE MAJEURE

18.1 In the event that the firm is delayed in performing any of its respective obligations under the contract, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in clause 12, and the period of such delay may be added to the time of performance of the obligation delayed.

18.2 If a Force Majeure situation arises, the firm shall promptly notify and Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the firm shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. ASSIGNMENT

19.1 The firm shall not assign to any other party in whole or in part, its obligations to perform under the contract except with the Authority's prior written consent.

20. CONTRACT LANGUAGE

20.1 The firm hereby represents that it has sufficient knowledge of the English language to understand fully the contract. The contract shall be in the English language, and all documentation related here to will also be in the English language.

21. TAXES AND DUTIES

21.1 The firm shall be entirely responsible for all taxes, stamp duties and other such levies imposed. The bidder shall quote prices inclusive of all taxes/ duties only.

22. INVOICES AND PAYMENTS:

No advance payments can be made by the Authority and all stage payments shall be made in accordance with Cl.11 of general conditions.

23. RETENTION OF MONEY, RELEASE AND REPLACEMENT WITH GUARANTEE OF OTHER SECURITY

The firm shall warrant to the Authority that the maintenance shall be of standard /approved specification and shall be promptly attained. The performance security against the contract can be released only after rectifying the defects at the time of initial installation and successful maintenance of LAMP and one month after maintenance period (ref. Clause 10). If the firm fails to rectify / supply of system under this contract, the BG will be revoked

24. TRANSPORTATION AND PACKING REQUIREMENT

In case of any transportation and packing requirement arise, the firm shall ensure all necessary precautions for safe transportation and delivery. The authority shall not be held responsible for transshipment losses. The firm for transportation and packing of the consumables shall obtain all necessary clearances as per the prevailing rules. The packing shall be in such a way as to prevent damages or deterioration in transit to the final destination indicated in the bidding documents. The packing should be sufficient to withstand rough handling and atmospheric conditions.

25. All necessary documents required under this contract shall be submitted to the Authority. A few documents for this purpose are as below:

- i] Certification establishing that the bidder is eligible to bid.
- ii] Documentary evidence of the bidders qualifications to perform the contract to the Authority's satisfaction.
- iii] Documentary evidence about the financial and technical capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services.
- iv] Documentary evidence of conformity of software and services to the bidding documents in the form of literature drawing and data containing (i) detailed description of the software essential technical and performance characteristics.

26. LIQUIDATED DAMAGES

Subject to clause No.12 of General conditions regarding extension of time for completion period of the contract, when the firm fails to complete the work and installation within the time periods specified in the contract, the Authority without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damage a sum equivalent to 0.2% of the contract price per day of delay subject to a maximum of 10% of the contract price.

5. SPECIAL CONDITIONS OF THE CONTRACT

1. Annual Maintenance contract for 16 nos Virtual Machine (VMs) of cloud (LAMP) available at National Data Centre, Block III, Delhi IT Park, Shastri Park and 8 nos clouds at NIC Pune servers for IWAI will be for one year but extendable for another two years purely on the basis of performance of the firm.
2. Firm has to coordinate with NIC team in order to monitor and upkeep performance of servers.
3. Response time of the complaint will be 2-4 hours, failure of which attracts Rs. 200/- per call as penalty.
4. In case, the call is received late in the evening/after office, the same would be rectified on the next working day in the forenoon session after confirmation from the relevant user/officer.
5. Minimum 8 visits every month to perform the required maintenance work.
6. In addition to above, firm to provide chat and email support as and when required.
7. Contact person during contract period to be given

| | | |
|---------|---------------|------------|
| Name: | Land Line No. | Mobile No. |
| Email : | Tool Free No. | |

8. The Server Administrator should have following profile.
 - a. Must have at least 3 valid cloud certificates (AWS, Google, Azure etc.)
 - b. Minimum cloud Experience between 3-5 years.
 - c. Strong Knowledge and troubleshooting skills for cloud.
 - d. Basic knowledge of PHP for troubleshooting, security flaw and must have good knowledge of MySQL Administration.

6. SCHEDULE OF DELIVERY

| SL No | Items | Period |
|-------|--|--|
| 1 | Award of supply order | <i>ZERO DATE</i> |
| 2 | Submission of Performance Guarantee(BG) | <i>FIFTEEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.</i> |
| 3 | Signing of agreement | <i>FIFTEEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.</i> |
| 4 | Completion of work | <i>THIRTY DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.</i> |
| 5 | Period (Maintenance) | <i>ONE YEARS FROM THE DATE OF COMHENSMENT. EXTENDABLE FOR ANOTHER TWO YEARS DEPENDING ON PERFORMANCE OF THE FIRM</i> |

7. TECHNICAL SPECIFICATIONS

- Install and maintain security patches on the operational and development systems, which currently includes Tomcat Apache, MySQL Database, PHP etc.
- Proper configuration of server parameters, operating systems administration and tuning.
- Support for writing Shell script, Perl/PHP script for batch programming, application management & system monitoring.
- Operating system administration, including:
 - Management of users, processes
 - Resource contention
 - Preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.
 - Proactive & Preventive measures against any crash/failures of Services/Servers.
 - Regularly monitor, maintain, analysis system logs of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc. Ensure that the bottlenecks in the infrastructure are identified and fine-tuning is done for optimal performance.
 - Allocation of disk space for any web-application or for any database (mysql).
 - Management & creation of users accounts, applying proper access control for using any Server resource / services.
 - Configuring, debugging & trouble shooting of web applications running on Web Servers using RHEL Linux/Windows and backend connected Database Servers.
 - Maintaining/updating the documents on process/procedures/user-manuals etc. related to the activities involved in. Track on the OS/patch updates.
- Database administration, including:
 - Setting up servers Installing MySQL, on Linux Platform Ensure proper configuration of server parameters, operating systems administration and tuning.
 - Should be capable in undertaking end-to-end management of database on an on going basis to ensure smooth functioning of the same.
 - Should be capable in conducting configuration reviews to provide tuning inputs to, in order to improve the performance or resolve bottlenecks if any.

- Manage database upgrade or patch upgrade as and when required with minimal downtime.
- Conduct regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required with appropriate permissions. Testing of backup media shall be undertaken from time to time to ensure availability of data.
- Should be capable in using DBA tools related to performing database creation, maintenance. Undertake tasks including, but not limited to, managing changes to database schema, disk space, storage, user roles.
- Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
- Configuring & monitoring of Local and Remote backups as to support the Business continuity.
- Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups.
- Perform regular security monitoring to identify any possible intrusions.
- Perform daily backup operations, ensuring all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary.
- Perform regular file archival and purge as necessary.
- Create, change, and delete user accounts per request as necessary.
- Provide technical support to the users . Investigate and troubleshoot issues.
- Repair and recover from hardware or software failures. Coordinate and communicate with Data Centre Team / Application Development team for support services
- Apply OS patches and upgrades on a regular basis, and upgrade administrative tools and utilities. Configure/add new services as necessary.
- Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.
- Cloud Server Maintenance
 - New VM spin up and setup
 - LAMP Installation and support
 - Configuring Backups of files & database
 - Server hardening to enhance server security
 - Security certificate installation if required
 - Mysql Optimization respected to server.

- Monitor the server logs on regular basis to prevent any unwanted access.
- Log Rotation and archiving.
- Apache configuration and tuning.
- Storage management.

8. 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 understood the tender document , including terms and conditions stated therein, which form part of the contract agreement.

3. I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

5. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety and submit our "No Deviation" offer.

6. In the event , any un-declared deviation is found in our proposal / offer during the evaluation of Tender, we shall be liable to withdraw the same, failing which our EMD shall be forfeited.

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

Yours Faithfully

(Signature of the Bidder, with Official Seal)

9. BID FORM / PRICE SCHEDULE

Financial Bid in excel format (BoQ_XXXXX) provided along with this Tender shall be used for quoting prices/offer. This financial bid will contain prices to be charged for completing the work and will comprise of the bid form and price schedule duly filled and signed by authorized representative.

10.CONTRACT FORM

AGREEMENT NO.

The contract made the ...day of...21 between M/s. Inland waterways Authority of India, A-13, Sector, 1, NOIDA-201301 [UP] (herein after "the Authority") of one part and M/S.....
.....Of.....
..... (herein after "the firm") of the other part WHEREAS the Authority is desirous that developed software as identified in the bid form and price schedule and has accepted a Bid by the firm for the.....
..... for the sum of Rs.....(.....
.) (herein after "THE CONTACT PRICE")

(PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

1. The contract shall consist of this contract form and the following documents and the exhibits, specification and other documents referred to therein (herein after called the "contract document") all of which by this reference are incorporated herein and made part thereof.

- a] Notification of award
- b] Bid Form / Price schedules
- c] Tender document containing:
 - General conditions of contract
 - Schedule of Delivery
 - Special condition of contract
- d] Specifications.
- e] Correspondence between firm & Authority from date of submission of tender to signing of agreement.

This contract sets forth the entire contract and agreement between the parties pertaining to Annual Maintenance contract for 16 nos Virtual Machine (VMs)of cloud (LAMP) available at National Data Centre, Block III, Delhi IT Park, Shastri Park and 8 nos clouds at NIC Pune servers for IWAI described herein and supersedes all earlier verbal or written agreements. In the event of any discrepancy or inconsistency within the contract documents then the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Authority to the firm, the firm hereby covenants with the Authority to the Annual Maintenance contract for 16 nos Virtual Machine (VMs)of cloud (LAMP) available at National Data Centre, Block III, Delhi IT Park, Shastri Park and 8 nos clouds at NIC Pune servers for IWAI therein in conformity in all respects within the provisions of the contract.

3. The Authority hereby covenants to pay the firm in consideration of the provision and the remedying of defects/ replacement therein the contract price of such other sum as may become payable under the

provisions of the contract, at the times and in the manner prescribed in the contract.

4. Any notice under this contract shall be in the form of letter, telex, fax or cable. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Authority shall be properly addressed to: -

Secretary
Inland Waterways Authority of India
A-13, Sector-1, NOIDA-201 301 (UP).
Phone no. 0120 - 2544036
Fax no. 0120 - 2543973

(Firm address, Fax number and E-MAIL address)

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

In WITNESS WHERE OF the parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

Signature of Authority (seal)

Signature for firm

Signed sealed and delivered by the said
..... (for the Authority) in the
presence of
Signed. Sealed and delivered by the said
..... (for the firm) in the presence of
.....

11. PERFORMANCE SECURITY FORM

To

The Chairman
Inland waterways Authority of India
Ministry of Ports, Shipping and Waterways, Govt. of India
A-13, Sector-1,
Noida(U.P.)
Pin- 201301

In consideration of the (hereinafter called "**Employer**") having to enter into an Agreement with M/s (hereinafter called the "**Firm**") as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for Annual Maintenance contract for 16 nos Virtual Machine (VMs)of cloud(LAMP) available at National Data Centre, Block III, Delhi IT Park, Shastri Park and 8 nos clouds at NIC Pune servers for IWAI on production of Performance security in the form of Bank Guarantee for Rs (Rupees.....only), at the request of **Firm**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding Rs..... (Rupees-----only) against any default or failure on the part of firm to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Firm'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 (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Firm** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Firm** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Firm** and accordingly discharge this Guarantee after 90 days from

the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Firm** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Firm** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Firm** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Firm** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Firm** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Firm** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Firm**.
8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 21
for
(Indicate the name of bank)

Signature.....
Name of the Officer
.....
(In Block Capitals)
Designation

Code No.
Name of the bank and
Branch.(SEAL)

12. INTEGRITY AGREEMENT

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

This Integrity Agreement is made at on this day of 21

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Secretary, Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred as the 'Principal/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the
(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in

addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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