

# TENDER DOCUMENT

## FOR

### SUPPLY OF TECHNICAL MANPOWER, OPERATORS FOR CARGO HANDLING EQUIPMENT & SUPPORTING OFFICE STAFF IN RO KOCHI



**June 2024**

**TENDER NO : IWAI/COCH/A&E/3073/2024-25/33**

भारतीय अंतर्देशीय जलमार्ग प्राधिकरण

**INLAND WATERWAYS AUTHORITY OF INDIA**

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

(पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार)

National Waterway Road, Kannadikkadu, Maradu P.O,

NH 47 Bypass, Ernakulam, Kerala. PIN: 682 304.

E mail:- [dirkoc.iwai@nic.in](mailto:dirkoc.iwai@nic.in), Web Site:- [www.iwai.nic.in](http://www.iwai.nic.in)

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

### **DISCLAIMER**

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this Tender document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the 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.

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## SECTION - I: NOTICE INVITING E-TENDER

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



INLAND WATERWAYS AUTHORITY OF INDIA  
(Ministry of Ports, Shipping and Waterways, Govt. of India)  
National Waterway Road,  
Kannadikkadu, Maradu, Kochi - 682 304.  
Ph. 0484 – 2389804 & 0484 – 2389445.  
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### **NOTICE INVITING TENDER** **Supply of Technical Manpower, Operators for Cargo handling** **Equipment & Supporting Office Staff for IWAI, RO Kochi in NW-** **3**

#### **TENDER No. IWAI/COCH/A&E/3073/2024-25/33**

IWAI invites bids through e-Tender for Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, RO Kochi in NW-3. Estimated cost is **Rs. 55.74** lakhs (exclusive of GST). Tender document cost Rs. 5000/-. Earnest Money Deposit: **Rs. 1,11,488/-**. Download of Tender Document: **from 11.00 hrs on 5.7.2024 to 15.00 hrs on 22.7.2024**. Pre bid meeting on **11.7.2024 (offline)**. Last date of online Submission of e-Tender: **22.7.2024 up to 15.00 Hours**. Date of Opening of e-Tender: **23.7.2024 at 15.30 Hours**. Details of the tender available in IWAI website at [www.iwai.nic.in](http://www.iwai.nic.in) and <https://eprocure.gov.in/eprocure/app>. Further amendments/ Corrigendum if any, will be uploaded in the above websites only. Bidders are advised to check the website before submitting the tender

Sd/-  
Director



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)  
NH-47 Bypass, National Waterway Road,  
Kannadikkadu, Maradu, Kochi - 682 304.  
Ph. 0484 – 2389804 & 0484 – 2389445.  
Email: iwai\_kochi@yahoo.co.in

### NOTICE INVITING E-TENDER

Tender no: IWAI/COCH/A&E/3073/2024-25/33

IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experienced reputed manpower supply agencies **for the work of Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, RO Kochi in NW-3**

1. The Bid will be placed online at [https://eprocure.gov.in/eprocure /app](https://eprocure.gov.in/eprocure/app). Tender document may be downloaded from the <https://eprocure.gov.in/eprocure/app>. as per the schedule as given in critical date sheet as under: -
2. Estimated Cost of the work, EMD requirement are as follows: -

Sl. No	Description of works	Estimated Cost (In Rs.) excluding GST	EMD	Tender Cost	Bank Solvency amount
1	Tender for Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, Kochi in NW- 3.	<b>Rs.55.74 lakhs</b>	Rs.1,11,488/-	Rs.5000/-	Rs.22.30 Lakhs

### 3. Critical Data sheet:

Interested parties may download the Tender document online from the website <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in" and are advised to pay INR 5000 (Rupees five thousand only) as the cost of Bid document & deposit to IWAI fund.

<b>Document Download Start Date</b>	<b>5.7.2024 at 11.00 hrs</b>
<b>Document Download End Date</b>	<b>22.7.2024 at 15.00 hrs</b>
<b>Pre bid meeting</b>	<b>11.7.2024 at 11.00 hrs</b>
<b>Bid submission start date</b>	<b>12.7.2024 at 11.00 hrs</b>
<b>Bid Submission Last Date</b>	<b>22.7.2024 up to 15:00 hrs</b>
<b>Technical Bid Opening Date</b>	<b>23.7.2024 at 15:30 hrs</b>

4. Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>  
Manual bids/offline bids shall not be accepted and liable to be rejected.

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

- I.** The tenderer shall be registered in appropriate class with CPWD, Railways, MES, State PWD / Irrigation Department, Port Trust etc. or shall have required experience in similar works / services. Proof / copy of valid license / registration of the firm from competent authority to provide / deployment of manpower of similar nature shall be produced.
- II.** The tenderer shall be registered with the concerned department (Dept. of labour, EPF, ESI, etc) and having registration certificate with GST and the scan copy of the same may be submitted by the tenderer along with online bid.
- III.** Average annual financial turnover during last three years ending 31st March of the previous year, should be at least 100% of the estimated cost.
- IV.** Experience of having successfully completed similar works/supply of manpower works during last 7 (Seven) years from bid submission last date should be either of the following:
  - a) Three similar works completed not less than 40% of the estimated cost;
  - or**
  - b) Two similar works completed not less than 60% of the estimated cost;
  - or**
  - c) One similar work completed not less than 80% of the estimated cost
- V.** The Bidder should have minimum experience of at least 7 years as on Bid Submission last date in providing satisfactory manpower services to Central & State Ministries /Departments, Statutory Bodies or reputed Public/ private Sector Undertakings and / or Banks/ Reputed private firm. The Bidder shall submit copies of Client Contracts & Good Performance Completion Certificates or any other relevant document proving the completion of the services, issued by their authorized signatories. The completion certificate, awarded by the client on its letter head should have a mention of start date & date of completion of assignment along with contract value, type & number of manpower provided.
- VI.** The Bidder should have experience of supplying at least 20 (twenty) qualified manpower to a single client organization. The Bidder shall submit copies of relevant supporting documents such as Appointment Letters / Employment Contracts / Salary Slips / Client Contracts etc for the above manpower supply showing the number of employees under different categories.
- VII.** The Bidder must be registered under Contract Labour (Regulation & Abolition) Act 1972.
- VIII.** Permanent Account Number (PAN) issued by Income Tax Department.
- IX.** Audited balance sheets along with turnover, profit and loss account for the last 3 years.

- X.** Registration No. of the Bidder must be submitted along with the documents. Also, they must submit an undertaking of submitting the Labour License within 21 days of the award of the work.
- a. Latest certificate of solvency (note more than six months old) from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than the value indicated in below table.
  - b. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.

**XI. EARNEST MONEY DEPOSIT (EMD)**

**All Bidders shall furnish EMD of the amount as mentioned above table. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India rules. EMD for the mentioned amount shall be deposited in IWAI Fund through RTGS in the following account:**

Inland Waterways Authority of India	Account no.39360627884
State Bank of India, Vytila Branch	IFSC Code-SBIN0008694

- a. Bids submitted without the requisite EMD shall be rejected as non-responsive.
- b. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

**The scan copy of RTGS receipt for tender cost and EMD with Transaction ID must be enclosed along with the e-bid. In case of the EMD and tender fee receipt are not enclosed along with the e-bid, the bid is liable for rejection.**

- c. The EMD of Technically unqualified bidders would be returned within fifteen days of opening of Price bid.
- d. The Earnest Money of the successful Bidder submitted in the form of RTGS retained as part of the SD, the balance SD may be submitted in Bank or as Bank Guarantee.
- e. Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed in each page for agreeing the same. 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.

## XII. COST OF TENDER DOCUMENT

The cost of tender document should be submitted before closing date and time of submission of bid through RTGS in the following account and branch in favour of

Inland Waterways Authority of India	Account no.39360627884
State Bank of India, Vyttila Branch	IFSC Code-SBIN0008694

Bid without tender cost will be treated as non-responsive / rejected.  
All Bidders are required to pay the cost of Tender Document as mentioned above through RTGS. The cost of Tender Document is Non-Refundable.

**However Micro, Small and Medium Enterprises (MSME)/NSIC or are registered with the Central Purchase Organization Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from depositing EMD and Tender Fee.**

## XIII. FOR SPECIAL ATTENTION

- i. 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 tenderer shall have to submit bid online in two bid formats, the first part i.e. “Technical bid” should contain the scanned copy of entire tender document duly signed in all pages, details of Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff, other related documents 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.** This price bid is (BOQ for the work of Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, RO Kochi in NW-3) as per format provided along with this tender (Excel OR PDF). **The bid shall be submitted in online in separate covers super scribing as “technical bid” and “financial bid”.**
  - **BOQ in excel format - indicating the total value of contract.**
  - **Payment details in PDF format**
  - **It is to mention that PF & ESIC (as employer share if applicable) shall be reimbursed as the case may be.**
  - **The bidder therefore has to quote in the BOQ only their service charges as a percentage of the salary fixed by IWAI.**
- ii. **Since at present TDS is deducted at the rate of 2% and TDS on GST 2 of bill value quotations of administrative /service charge less than or equal the TDS would be treated as unresponsive and will not be considered**



#### **XIV. OPENING OF TENDERS & EVALUATION**

- a. Tenders shall be opened online by the tender evaluation committee at Inland Waterways Authority of India (IWAI), Kochi at **15:30 hrs on 23.7.2024** in the presence of representative of the tenderers who choose to remain present.
- b. After the online opening of the tenders, the first part i.e. Technical bid shall 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.
- c. The tender shall be evaluated on the basis of only document submitted by the bidder online and no documents shall be considered from manual bids/offline bids.

#### **XV. TENDER VALIDITY PERIOD**

The tender shall remain valid for a period not less than 90 days from bid submission date. 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.

- XVI.** 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.

- XVII.** 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.

#### **XVIII. Clarifications:**

Clarification/Query if any on the Tender document shall be obtained from the following address:

**Name of Authority -**

**Director**

**Inland Waterways Authority of India**

**National Waterway Road, Kannadikkadu,**

**Maradu P.O., NH-47 Bypass,**

**Ernakulam, Kerala .PIN-682 304.**

**e-mail ID: [iwai\\_kochi@yahoo.co.in](mailto:iwai_kochi@yahoo.co.in)**

**Ph: 0484 2389804**

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

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## SECTION II: INSTRUCTION TO BIDDERS (ITB)

### 1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is an autonomous body of the Ministry of Shipping, Government of India (GoI). IWAI was setup in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWS) in the country. Presently, there are 111 declared NWS in the country.
- 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland vessels operating on dependable rights of way, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.

### 2. Introduction

- 2.1 The Employer will select a Company / Firm (the "Contractor") in accordance with the method of selection specified in Clause 15 & Clause - 16 under Section – II: ITB.
- 2.2 The name of the Assignment / Job has been mentioned in Section - III: Bid Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference (ToR).
- 2.3 The date, time and address for submission of the Bids have been given in Section – III: Bid Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

### 3. Bidder Eligibility Criteria

- The Bidders shall meet the following pre-qualification criteria:
- 3.1 Bidder should be one among the renowned organizations those are Private entities, Government entities or any combination of such entities in the form of JV / Consortium under an existing agreement or with the intent to enter into such agreement supported by a Letter of

Intent. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.

- 3.2 The Bidder shall meet the Qualification criteria of executing **"Similar Works"** of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a client certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in clause 3.2 above is mandatory to qualify.
- 3.4 Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> March of the previous financial year should be as mentioned in clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditor(s).
- 3.5 Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in Form 4A, Section IV.
- 3.6 The similar works experience of parent company / subsidiary / sister Company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid.

- 3.7 The Bidder shall submit an undertaking of submitting the Labour License (i.e. registration under Contract Labour (Regulation & Abolition) Act 1970) within 21 days of issuance of Letter of Acceptance (LOA). **Further, the Bidder shall also submit an undertaking to the extent that the employees are paid not less than the remuneration notified under this contract.**
- 3.8 The Bidder must be registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State Insurance Act (ESI). The Bidder shall submit copies of EPF & ESI certificates. The Bidder must be registered under Contract Labour (Regulation & Abolition) Act 1972. **The Bidder must have a local office in the City of the Tender calling Authority.**
- 3.9 The Bidder shall also indicate the following:
- 3.9.1 The Bidder shall have adequate resources for successful execution of the services and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for a minimum amount as indicated in Section - III: Bid Data Sheet.
- 3.9.2 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### 4. Pre-Bid Meeting

- 4.1 Prebid meeting on 11.7.2024 at 11.00AM

#### 5. Clarifications and Addendum

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days / dates indicated in Section - III: Bid Data Sheet before the Bid submission last date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Bid Data Sheet. No request for the clarification shall be entertained if such request is received by the Employer after the deadline for submitting clarifications.
- 5.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment, which would be published on the website of IWAI and e-procurement portal.
- 5.3 At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum /corrigendum(amendment). The amendment/clarification, if any, to the document will be made available on <https://eprocure.gov.in/eprocure/appand> & on IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)". All Bidders participating in the

Bid shall be deemed to have kept them informed and updated about each such amendment / clarification, which is posted on the above website from time to time. The bidders shall acknowledge receipt of all amendments.

## 6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

### 6.1 Earnest Money Deposit (EMD)

- 6.1.1 All Bidders shall furnish EMD of the amount as mentioned in Section III: Bid Data Sheet. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India notifications in this regard.

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

<b>Name of Bank Account:</b>	Inland Waterways Authority of India
<b>Bank Name and Address</b>	State Bank of India, Vyttila Branch
<b>Bank Account Number</b>	39360627884
<b>IFSC</b>	SBIN0008694

- 6.1.3 Bids not accompanied by EMD shall be rejected as non-responsive.
- 6.1.4 No interest shall be payable by the Employer for the sum deposited as EMD.
- 6.1.5 The EMD of those Bidders whose Financial Bids have been opened but are not selected as "Successful Bidder" would be returned within fifteen days of issuance of LOA to the successful Bidder.
- 6.1.6 The EMD of Bidders who have not qualified for opening of Price Bids in terms of clause 3 & 16 of ITB would be returned within fifteen days of opening of Price bid.
- 6.1.7 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.

- (ii) If the Bidder tries to influence the evaluation process.
- (iii) If the lowest Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is liable to be forfeited.
- (iv) In case the Bidder, submits false certificate in terms of any documents supported to this Tender.
- (v) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of LOA.
- (vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
- (vii) If the Bidder fails to furnish the Performance Bank Guarantee in accordance with Conditions of Contract.
- (viii) In case of a Bidder revoking or withdrawing his Tender or varying any terms of the Bid without the consent of the Employer in writing.
- (ix) In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the Bidder shall not be allowed to participate in the retendering process of the work.

## 6.2 **Cost of Tender Document / Tender Fee**

All Bidders are required to pay the cost of Tender Document as mentioned in Section III: Bid Data Sheet, through RTGS. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India notifications in this regard. The cost of Tender Document is Non-Refundable.

### **Bank Details**

**Name of Bank Account:** Inland Waterways  
Authority of India  
**Bank Name and Address** State Bank of India, Vyttila  
Branch  
**Bank Account Number** 39360627884  
**IFSC** SBIN0008694

## 6.3 **Bank Solvency**

All Bidders shall submit Bank Solvency certificate from a nationalized / scheduled bank in India for a minimum amount as mentioned in Section - III: Bid Data Sheet.

**The bank solvency certificate submitted by the Bidder shall not be older than six (06) month from the Bid Submission Last Date. In case Bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.**

#### 6.4 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST and all other relevant taxes shall be paid as per existing rules and regulations at the time of payment.

#### 6.5 Currency

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

#### 6.6 Language

The Bid as well as all related correspondences exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this tender document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting document submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

#### 6.7 Bid Validity

Section - III: Bid Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Key Personnel nominated in the



Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Key Personnel proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders who do not extend the validity of their bids, shall not be considered for further evaluation.

#### 6.8 Number of Bids

A Bidder can submit one bid only either as a single entity or in the form of a JV / Consortium. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

### 7. Conflict of Interest

- 7.1 Employer requires that selected bidder (the “Contractor”) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment/job other than design and build assignment / job for a project shall be disqualified from providing design and build assignment/job related to those goods, works or assignments / jobs. Conversely, a firm or any of its affiliates who have been hired to provide design and build assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than design and build assignment/job resulting from or directly related to the firm's design and build assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job other than design and build assignment/job are defined as those leading to a measurable physical output; for example, surveys, exploratory drilling, aerial photography, satellite imagery etc.

- (b) **Conflicting assignment/ job:** A Contractor {including its Personnel and Sub-Contractor(s)} or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Contractor to be executed for the same or for another Employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
  - (c) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 7.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment.
- 7.4 No agency or current employees of the Employer shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the contractor himself or any of his employees or representatives are found to be persons / person who have held Class I post under IWAI immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of IWAI, or the Chairperson as the case may be, and employment as contractor, 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 this clause, IWAI 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 IWAI on account of such termination without prejudice to IWAI's right to proceed against such officer.

## **8. Acknowledgement by Bidders**

It shall be deemed that by submitting the Proposal, the Bidder has:

- 8.1 Made a complete and careful examination of this Tender;
- 8.2 Received all relevant information from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in terms of Clause 5.2 & 5.3 above;
- 8.5 Acknowledged that it does not have a Conflict of Interest; and
- 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

## **9. Guidelines for e-submission of the Bids**

- 9.1 The Bids should be submitted online through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Bidders on the e-procurement / e-Tender portal is a pre-requisite for e-Tendering
- 9.3 Bidder should enroll in the e-Procurement site <https://eprocure.gov.in/eprocure/app> using the option available "Enroll Here" on the home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID / password chosen during enrolment / registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY / TCS / node / e-Mudra or any Certifying Employer recognized by CCA India on e-Token / Smart Card, should be registered.
- 9.6 The Bidder should only use the registered DSC and should ensure safety of the same.

- 9.7 Bidder may go through the Tenders published on the site and download the required Tender documents / schedules in which the Bidder is interested.
- 9.8 After downloading / getting the Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If the Bidder wish to seek any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Bid Data Sheet. The Bidder should also take into account the addenda / corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id / password chosen during enrolment / registration and then by giving the password of the e-Token / Smart card to access DSC.
- 9.11 Bidder will then select the tender which he / she is interested in by using the search option & then moves it to the ‘*my favorites*’ folder.
- 9.12 From the favorite’s folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the Bidder has read all the terms and conditions before submitting his / her offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in general PDF / xls / rar / jpg formats. If there are more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Bid Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “*My Space*” option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee and EMD for the amount as specified in Section – III: Bid Data Sheet. The

original payment instruments should be posted / couriered / given in person so as to reach to the Employer on or before bid closing date & time. Scanned copy of the instruments for both these payments should be uploaded as part of the offer.

- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee and EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to scan digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Tender document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender Document.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content as enumerated in clause 10 below.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ, xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified / replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online

submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.

- 9.25 The Bidder should ensure that the Bid documents submitted are free from virus. If the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side and displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms & Conditions contained therein should be addressed to the TIA for a Tender or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

## 10. Submission of Bids

- (i) **The Hard Copy of original Power of Attorney (POA) and payment instruments in respect of Tender Fee & EMD, must be delivered to the office of authorized representative of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.**

- (ii) Online Bids submitted without hard copies of original POA and payment instruments towards Tender Fee & EMD shall automatically become ineligible and shall not be considered for opening of bids.

- (iii) **In case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence in support of the claim must be delivered to the office** of authorized representative of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.

- (iv) The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.

The scanned copy of the Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

#### 10.1 **Cover – I: Technical Bid**

##### 10.1.1 **Part – I**

- a. Proof of Tender Fee as specified in Section – III: Bid Data sheet or claim of exemption with supporting documents.
- b. Proof of EMD as specified in Section – III: Bid Data Sheet or claim of exemption with supporting documents
- c. Proof of Bank Solvency for the minimum amount as specified in Section – III: Bid Data Sheet
- d. Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex – VI in Section VIII
- e. Letter of Bid (Section IV: Form - 4A)
- f. Signed declaration by the Bidders (Section IV: Form – 4E)
- g. Statement of Legal Capacity by the Bidders (Section IV: Form – 4H)
- h. Power of Attorney for the authorized person of the bidder as per Section IV: Form - 4D. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving license / Voter's ID etc.) of the authorized representative.

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

**Note:** If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.

#### 10.1.2 **Part – II**

- a. Annual Report , Audited P & L ,Balance Sheets, for the last three financial years ending 31<sup>st</sup> March of the previous financial year.(ie; FY- 2020-21,2021-22 & 2022-23)
- b. GST Registration certificate
- c. Income Tax Return (ITR) filed by the Company for the last three financial years (ie; FY- 2020-21,2021-22 & 2022-23)
- d. PAN card of the Company
- e. Section IV: Form - 4C for Average Annual Turnover
- f. Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex - IV & V in Section IX.

#### 10.1.3 **Part – III**

Complete Company Profile including the following details:



- a. Background of the organization
- b. Client completion certificate on client letter head for Similar Woks executed by the Bidder in the last seven years. The submitted certificates shall comply with the conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Section IV: Form - 4B.
- c. List of Litigation History
- d. EPF & ESI Certificates
- e. Undertaking in regard to clause 3.7 of Section II: ITB
- f. Form 4G : List of Ongoing Assignments along with Work Orders on client letter head.

**It may be noted that the Technical Bid shall not contain any reference to the fee.**

#### 10.2 Cover - II: Financial Bid

Financial Bid in excel format (BoQ\_XXXXX) provided along with this Tender as Form Fin – 1,2,3 of Section V shall be used for quoting prices / offer.

- (i) This will contain fixed fee to be charged for completing the services.
- (ii) While working out the price, following points should be noted:
  - a. All duties, taxes, royalties and other levies payable by the Bidder for executing the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be paid as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount, against submission of proof of change in Tax on work done amount. However, this would be entertained only if the Bidder has submitted its breakup with effective weightage, otherwise it would be presumed that the Bidder would absorb the same in his quote.
  - b. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).
  - c. It may be noted that the successful bidder will have to pay the consolidated wages / salary mentioned in the table under “Form”

Fin- 3: Payment details” to the Supply of Technical manpower, Operators for cargo handling equipment and Supporting office staff for NW-3 on outsource basis every month and submit the proof. The bidder therefor has to quote in the BOQ only their service charges in column No.5 of 1.08, as a percentage of the sub-total amount mentioned in the above table.

d. **Since at present TDS is deducted at the rate of 2% and TDS on GST 2% of bill value quotations of administrative /service charge less than or equal the TDS would be treated as unresponsive and will not be considered**

10.3 The total duration of the services shall be as specified in Section – III: Bid Data Sheet.

### **11. Extension of Bid Submission Date**

11.1 The Employer may extend the date of submission of bids by issuing an addendum / corrigendum and uploading the same on Employer’s website and e-procurement portal.

### **12. Late Proposals**

12.1 Online proposals received by the Employer after the specified bid submission date & time or any extension thereof, pursuant to Clause – 11 above, shall not be considered for evaluation and shall be summarily rejected.

### **13. Liability of the Employer**

13.1 The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The Employer shall not be liable for failure of online submission of bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under Clause - 9 of ITB, has been read and understood by the bidder. The submission of hard copy is not a mandatory requirement. However, if the Bidder submits hard copy of the bid, it shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

### **14. Modification / Substitution / Withdrawal of Bids**

14.1 The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission.

**No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.**

### **15. Bid Opening and Evaluation Process**

15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders’ Proposal.

- 15.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.
- 15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Bid Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause - 14 above shall not be opened.
- 15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR and by applying the eligibility & evaluation criteria, sub-criteria specified in Clause – 3 & 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in Clause - 3 and Clause - 16 of ITB. Only responsive Proposals shall be further taken up for evaluation.
- 15.4.1 A Bid shall be considered responsive only if:
- a. It is received by the Bid submission date and time including any extension thereof, pursuant to Clause – 11 above;
  - b. It is accompanied by the EMD & Tender Fee as specified in Clause 6.1 & 6.2 above;
  - c. It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal);
  - d. It does not contain any condition or qualification or suggestion; and
  - e. It fulfils the eligibility & qualification criteria stipulated in Clause 3 and Clause 16.1 of ITB.
- 15.5 After ascertaining the responsiveness of the bid, evaluation of each responsive Bid will be done as per clause 16.2 below. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant.

The Employer's request for clarification and the response shall be in writing.

- 15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7 At the time of the online opening of the 'Financial Bids', the names of the technically qualified Bidders along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.8 **Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.**

## **16. Qualification Criteria & Bid Evaluation**

### **16.1 Minimum Qualification Criteria**

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.2 of ITB. Not satisfying any of the qualification criteria shall render the bid non-responsive and financial bids of such bidders shall not be opened.

#### **16.1.1 Qualification Criteria for Works**

**The Bidder should have successfully completed "Similar Works" in previous 7 years before the last date of the Bid submission as per the criteria specified below:**

- a. 3 similar completed services each costing not less than the amount equal to 40% of the estimated cost put to this tender, **or**
- b. 2 similar completed services each costing not less than the amount equal to 60% of the estimated cost put to this tender, **or**
- c. 01 similar completed service costing not less than the amount equal to 80% of the estimated cost put to this tender

**Note:** The value of the "Completed Work(s)" considered by the Bidders shall be rounded off to the nearest two digits

For this purpose, “**Similar Works**” has been defined in Section III: Bid Data Sheet.

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

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

16.1.3 The minimum qualification, essential/desirable experience for each personnel to be engaged on out sourced basis shall be as defined in clause Point 2.3 of Section – VI Terms of Reference (ToR).

16.1.4 In case a bidder fails to meet the eligibility, criteria stipulated in Clause 3 of ITB along with above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.

16.2 **Bid Evaluation**

16.2.1 The Bids shall be evaluated based on the eligibility & qualification criteria mentioned in Clause 3 & 16 of ITB. In case a bidder fails to meet the above-mentioned eligibility & qualification criteria, their bids shall be treated as non-responsive and financial bids of such bidders shall not be opened.

16.2.2 The points earmarked for evaluation of Technical Bids for the responsive Bidders in terms of clause 3 & 16 of ITB would be as stipulated in Section III: Bid Data Sheet.

16.2.3 **Technical Evaluation**

- (a)
- Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online bids received shall be opened on the date and time mentioned. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria shall be opened on a subsequent date, which will be notified to such bidders.
  - The Owner will open the online "Technical Bid" of all the bids received in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at next immediate

convenient time & date which will be notified through the web site.

- Bidder's names and such other details like EMD furnished, as the Owner may consider appropriate will be announced by the Owner after the opening.
- After the opening of the technical bids, their evaluation will be taken up with respect to bid security, qualification and other information furnished in Technical bid. Thereafter, on fulfilling the criteria laid down in Bid Evaluation, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- The Owner shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the online opening of financial bids.
- At the time of the online opening of the 'Financial Bid', the names of the bidders whose bids were found responsive and the Bid prices, the total amount of each bid and such other details as the Owner may consider appropriate will be announced by the Owner. This invitation for online bids is open to all reputed and resourceful contractors fulfilling the criteria given under Terms and Conditions in the Tender Notice and as regards the size / value of experience in execution of similar works during past seven (07)years, the factor specified below shall be used to bring the value of such completed works at the level of current financial year i.e. 2023-24.

<u>Year Before</u>	<u>Multiplying Factor</u>
One .....	1.07
Two .....	1.14
Three .....	1.21
Four .....	1.28
Five .....	1.35
Six .....	1.42
Seven .....	1.49

**The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing.**

(b) **Financial Evaluation & Final Evaluation**

**Price Bids of only those bidders who obtain the minimum qualification marks prescribed above will be opened and evaluated for final award of the Tender. The work will be awarded to the bidder who quotes the lowest amount as per the financial bid format. However, in case of two or more bidders quoting the lowest amount (same) the bidder who is ranked higher in the technical bid evaluation amongst them will be awarded the work.**

16.2.4 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the tender document without material deviation or reservation. A material deviation or reservation is one:

- a. that affects in any substantial way the scope, quality, or performance of the Works;
- b. that limits in any substantial way, inconsistent with the tender document, the Employer's rights or the bidder's obligations under the contract; or
- c. whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of Section V of tender document.
- d. **Unresponsive bid: If the bid is found that the bidder has quoted less than 2% not in accordance with "Instruction to the Bidder" clause 10.2 (c & d) and the bid will be rejected.**

16.2.5 The estimated effect of price adjustment (if any) provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

## **17. Award of Contract**

- 17.1 The Employer shall issue a LOA to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 17.2 The successful bidder will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of performance bank guarantee, within 15 days of issuance of the LOA.
- 17.3 The Contractor is expected to commence the Assignment / job at the location specified in Section III: Bid Data Sheet.

## **SECTION - III: BID DATA SHEET**



**SECTION III: BID DATA SHEET**

Reference	Particulars	Description
ITB 2.1	Employer	The Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
ITB 2.1	Method of Selection	Least Cost System (LCS) selection method
ITB 2.2	Name of the Assignment / Job	Supply of Technical manpower, Operators for cargo handling equipment and Supporting office staff for NW-3
ITB 2.3	a) Closing date for submission of Online Bid and b) Address	<b>Date : 22.7.2024</b> <b>Time : 15:00 Hrs (IST)</b> <b>Submission : online submission</b> <b>Address:</b> Director, Inland Waterways Authority of India, National Waterway Road, Kannadikkadu, Maradu P.O, NH 47 Bypass, Ernakulam, Kerala. PIN 682304
-	Estimated cost of this work	INR 55.74 lakhs. <b>excluding GST</b>
	Pre bid meeting	11.7.2024 at 11.00 AM, IWAI, Kochi office (Offline)
ITB 6.1	EMD	INR 1,11,488/-
ITB 6.2	Tender Fee	INR Rs.5000/-
	Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS	Inland Waterways Authority of India Name of the bank: State Bank of India, Vyttila Branch VYTTILA IFSC CODE – SBIN0008694 Account No. 39360627884
ITB 6.3	Minimum Bank Solvency	40% of the estimated cost of this work i.e. Rs. 22.30lakhs.
ITB 6.7	Bid Validity Period	90 days after last date of Bid Submission
ITB 3.2 & ITB 16.1	Similar Works	“ <b>Similar Works</b> ” means supply & deployment of security manpower / technical manpower/vessel crew
ITB 10. (i)	Authorized	<b>Name:</b> Director, IWAI, Kochi

Reference	Particulars	Description
	Representative	
ITB 10.3	Contract Duration	12 months from the date of issuance of LOA and extendable further mutually agreed terms
ITB 15.3	Bid Opening date	<b>Date : 23.7.2024</b> <b>Time : 15:30 hrs</b>
ITB 16.2.3	Technical Evaluation	The points earmarked for evaluation of Technical Bids would be as follows: <b>Please refer to Table No : ITB 16.2.3 a for details of Technical Evaluation.</b>
ITB 17.3	Location of Assignment	Kottapuram to Kollam in Kerala (NW-3)
-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms / bidders will not be applicable.
-	Performance Guarantee	<b>5%</b> of the quoted amount in the form of irrevocable bank guarantee from nationalized / scheduled bank.
-	Security Deposit	<b>5%</b> of the quoted amount in terms of the General Conditions of Contract.
	Document required for technical bid Evaluation.	<ol style="list-style-type: none"> <li>1. Scanned copy of UTR no of payment towards tender cost and EMD or exemption document proof.</li> <li>2. Bank solvency with issuing bank authority for verification</li> <li>3. Tender acceptance letter (letter of bid) on letter with scanned tender document with seal and signature</li> <li>4. Duly signed tender form and undertaking for not blacklisted form and Form E</li> <li>5. Registration of EPF &amp; ESIC certificate copies</li> <li>6. Audit report/balance sheet/Financial turn over (Form C) /IT return for last 3 years</li> <li>7. PAN and GST registration copy</li> <li>8. Prequalification work experience document (eligible project)</li> <li><b>9. Local office must and establishment details</b></li> <li>10. Authorisation letter for bidding, negotiation, signing of agreement and execution work and power of attorney (as the case may be)</li> <li><b>11. Bank account details with cross blank cheque</b></li> </ol>

**TABLE NO: 16.2.3**

**Technical Evaluation**

The Bidders will be screened at the first level on the basis of the minimum eligibility criteria as indicated in below.

The points earmarked for evaluation of Technical Bids would be as follows:

<b>Sl. No</b>	<b>Attributes</b>	<b>Max. Marks</b>	<b>Evaluation</b>		<b>Marks Secured</b>
1	Number of years of experience of providing similar Manpower Services	30	Up to 3 years	20	
			3 – 5 years	25	
			Above 5 years	<b>30</b>	
2.	Average Annual Turnover for financial years i. 2020-21 ii. 2021-22 iii. 2022-23	25	Between Rs. 50 Lakhs to Rs. 1.00 Crore	15	
			Between Rs.1.00 Crore to Rs.3.00 Crore	20	
			Above Rs.3.00 Crore	<b>25</b>	
3	Solvency Certificate	5	i) 80% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility or more In between (i) & (ii) – on pro-rata basis		
4	Experience in different organization for similar works on the basis of work done/ Work completion certificate only (Work order or execution of agreement shall not be considered)	5	i. For 1 organization - 80% marks ii. For 2 to 3 Orgs. -90% marks. iii. More than 3 Orgs -100% marks.		
5	Number of Manpower on Rolls	25	Between 25-50	10	
			Between 50-100	15	
			Above 100	25	
6	All required document submitted as per tender.	10	Submission of all required document		
	<b>Total</b>	100			

The Technical Bids must score at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 80 marks or more (out of 100) would be opened for further processing.

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

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

To,

Director  
Inland Waterways Authority Of India  
National Waterway Road, Kannadikkadu,  
Maradu P.O, NH 47 Bypass,  
Ernakulam, Kerala. PIN 682304

**Sub:** Supply of Technical manpower, Operators for cargo handling equipment and Supporting office staff for NW-3.-reg

Dear Sir,

1. Having examined the information and instructions for submission of tender, General & Special Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We .....(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I / We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I/ We am / are tendering for the works mentioned in the table below and submitting the EMD in the form of RTGS / NEFT in favour of IWAI Fund payable at Noida from Nationalised / Scheduled bank of India as per the details given therein:

Sl. No.	Name of the work	UTR NO	Details of Bank (Name of Bank, Branch and address)
1	Supply of Technical manpower, Operators for cargo handling equipment and Supporting office staff for NW-3.  Tender document cost - Rs.5000/-		
2.	Earnest Money Deposit- Rs.1,11,488 /-		

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days (insert number of days of Bid Validity) from the last date of Bid Submission 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 EMD, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on EMD and/ or Security Deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the 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. **I/We also declare that the firm has not been debarred / blacklisted during the last three years.** Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.
9. I/ We understand that IWAI is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents specifically we have submitted a responsive bid in accordance with Instruction to the Bidder.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit  
tender for an on behalf of

(Name and address of firm)

M/s .....

Telephone no's.....FAX No.....

Email ID: .....

**FORM 4B: ELIGIBLE PROJECTS**

**(To be submitted on the letter head of the Bidder)  
Format for Responsiveness of Bid (Eligible Projects) Project Specific  
Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]*

“Similar Works<sup>1</sup>” have been defined in Section III: Bid Data Sheet

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

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

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

**Notes:**

- For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year simple annually.

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

<sup>2</sup> The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

<sup>3</sup> Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.



**FORM 4C: AVERAGE ANNUAL TURNOVER**

***(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)***

<b>Sl. No.</b>	<b>Financial Years</b>	<b>Annual Turnover in INR</b>
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	Total (1+2+3)	
5.	Average Annual Turnover	<i>[indicate sum of the above figures divided by 3]</i>

**Certificate from the Statutory Auditor**

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

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**.....

**(Signature of the Statutory Auditor Seal of the Firm)**

**Note:**

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

**FORM 4D: POWER OF ATTORNEY**

***(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and duly notarised. The stamp paper to be in the name of the company who is issuing the Power of Attorney)***

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

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

**IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 2019**

**For ...**

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

**Witnesses:**

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

**Accepted**

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

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**FORM 4E: DECLARATION BY THE BIDDERS**  
**(To be submitted on the letter head of the Bidder)**

**To,**

**Date:**.....

The Director,  
Inland Waterways Authority of India,  
National Waterway Road, Kannadikkadu,  
Maradu P.O, NH 47 Bypass,  
Ernakulam, Kerala. PIN 682304

**Sub: Declaration from the Bidder**

**Tender Reference No: IWAI/COCH/A&E/3073/2024-25/33**

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the Tender document downloaded from the website of IWAI and e-procurement portal.
2.	<input type="checkbox"/>	I / We have not been debarred / blacklisted during the last three years
3.	<input type="checkbox"/>	I / We accept the payment terms of Terms of Reference.
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this tender document.
5.	<input type="checkbox"/>	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
6.	<input type="checkbox"/>	I / We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine
7.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.
8.	<input type="checkbox"/>	I / We agree to disqualify us from this tender if our price bid is found to be unresponsive as per the " Instruction to the Bidder" clause 10.2 (c & d).

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

**Note:** Please Tick the appropriate box in the above table.

**FORM 4F: BIDDER INFORMATION SHEET**

***(To be submitted on the letter head of the Bidder)***

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

**Note:**

This Form shall be supplied with Identity proof of the authorized representative

**FORM 4G: List of Ongoing Assignments**

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

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

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

*[Location, Date]*

To:  
*[Name and address of Employer]*

Dear Sir,

We, the undersigned, offer to provide the services for the Assignment / Job for *[Insert title of Assignment/Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for .....% of the Cost to our Organization (CTO) *[Insert percentage of the CTO]*, against submission of proof of payment. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies etc.) excluding Goods & Service Tax (GST), which shall be paid as per the provisions effective at the time of release of payments. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations (if any), up to expiration of the validity period of the Bid, i.e. before the date indicated in .....clause.....

We understand you are not bound to accept any Bid you receive.

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory** : .....

**Name of Firm** : .....



## Form Fin – 2: Summary of Costs – BoQ

<b>Tender Inviting Authority: INLAND WATERWAYS AUTHORITY OF INDIA</b>						
<b>Name of Work: Supply and deployment of Technical Manpower/Operators for Cargo handling equipment and Supporting office staff in NW.3</b>						
<b>Contract No: IWAI/COCH/A&amp;E/3073/2024-25/33</b>						
<b>Name of the Bidder/ Bidding Firm / Company: .....</b>						
<b><u>PRICE SCHEDULE</u></b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
Sl. No.	Item Description	QTY	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes/ GST in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1.00	<b>Supply of Technical Manpower, Operators for Cargo handling Equipment &amp; Supporting Office Staff for IWAI, Kochi in NW- 3.</b>					
1.01	<b><u>Schedule (A) (July 2024 - Jan 2025)</u></b>					
1.02	Junior Engineer (Civil)- 2 Nos	14	Man month	40,000.00	5,60,000.00	INR .....only
1.03	Junior Engineer (Mech)- 1 Nos	7	Man month	40,000.00	2,80,000.00	INR .....only
1.04	Surveyor – 1 Nos	7	Man month	40,000.00	2,80,000.00	INR .....only
1.05	Account executive – 1 Nos	7	Man month	35,000.00	2,45,000.00	INR .....only
1.06	Personal Assistant – 1 Nos	7	Man month	35,000.00	2,45,000.00	INR .....only
1.07	OBM Engine Operator for FRP Boat – 1 Nos	7	Man month	24,200.00	1,69,400.00	INR .....only
1.08	Data Entry Operator – 2 Nos	14	Man month	24,200.00	3,38,800.00	INR .....only
2.0	<b><u>Schedule (B) (Feb 2025 - June 2025)</u></b>					INR .....only
2.01	Junior Engineer (Civil)- 4 Nos	20	Man month	40,000.00	8,00,000.00	INR .....only
2.02	Junior Engineer (Mech)- 2 Nos	10	Man month	40,000.00	4,00,000.00	INR .....only
2.03	Surveyor – 2 Nos	10	Man month	40,000.00	4,00,000.00	INR .....only
2.04	Account executive - 1 Nos	5	Man month	35,000.00	1,75,000.00	INR .....only
2.05	Personal Assistant - 1 Nos	5	Man month	35,000.00	1,75,000.00	INR .....only

2.06	OBM Engine Operator for FRP Boat - 1 Nos	5	Man month	24,200.00	1,21,000.00	INR .....only
2.07	Mobile Crane cum Fork Lift Operator - 1 Nos	5	Man month	24,200.00	1,21,000.00	INR .....only
2.08	Data Entry Operator - 4 Nos	20	Man month	24,200.00	4,84,000.00	INR .....only
2.09	MTS - 1 Nos	5	Man month	19,206.00	96,030.00	INR .....only
2.10	Gardener - 1 Nos	5	Man month	17,740.00	88,700.00	INR .....only
2.11	Sweeper - 1 Nos	5	Man month	17,740.00	88,700.00	INR .....only
	Total Amount without Service charge				50,67,630.00	INR .....only
	Bidders service charge in percentage	12	Month	Select	0.000	INR .....only
<b>Total in Figures</b> .....						

**Note:**

- i. It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in the table under “Form Fin- 3: Details of Cost” to the deployment of technical manpower on outsource basis every month and submit the proof. The bidder therefor has to quote in the BOQ only their service charges as a percentage of the estimated cost mention in NIT (para-2) above.**
- ii. Since at present TDS is deducted at the rate of 2% of bill value quotations of administrative /service charge less than or equal the TDS would be treated as unresponsive and will not be considered.**
- iii. If after the opening of financial bids, it is found that any two bidders have quoted similar service charges, then the bidder who has scored the maximum number of marks will be awarded the work.**
- iv. No. of deployment of person may be increase or degrese as per direction of Director, IWAI, Kochi**

**Authorized Signature**

**Name** : .....

**Designation** : .....

**Name of Firm** : .....

**Address** : .....

**Form Fin – 3 : Details of Costs-BoQ**

**1. Key Resources (as required)**

<b>Sl. No.</b>	<b>Designation</b>	<b>Man to Month</b>	<b>Amount required for the post per person</b>	<b>Rate per head x no. of posts for 12 months</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5=3 x 4</b>
<b><u>Schedule (A) (July 2024 - Jan 2025)</u></b>				
1.	Junior Engineer (Civil) 2 nos	14	40,000/-	5,60,000.00
2.	Junior Engineer (Mech) – 1 nos	7	40,000/-	2,80,000.00
3.	Surveyor – 1 nos	7	40,000/-	2,80,000.00
4.	OBM Engine operator for FRP Boat - 1 nos	7	24,200/-	1,69,400.00
5.	Account executive 1 nos	7	35,000/-	2,45,000.00
6.	Personal Assistant 1 nos	7	35,000/-	2,45,000.00
7.	Data Entry Operator – 2 nos	14	24,200/-	3,38,800.00
Total Job -A				21,18,200/-
<b><u>Schedule (B) ( Feb 2025 - June 2025)</u></b>				
1.	Junior Engineer (Civil) - 4 nos	20	40000/-	8,00,000.00
2.	Junior Engineer (Mech) – 2 nos	10	40000/-	4,00,000.00
3.	Surveyor – 2 nos	10	40000/-	4,00,000.00
4.	OBM Engine operator for FRP Boat - 1 nos	5	24,200/-	1,21,000.00
5.	Account executive 1 nos	5	35,000/-	1,75,000.00
6.	Personal Assistant 1 nos	5	35,000/-	1,75,000.00
7.	Mobile Crane cum Fork Lift Operator	5	24,200/-	1,21,000.00
8.	Data Entry Operator – 4 nos	20	24,200/-	4,84,000.00
9.	MTS – 1 nos	5	19,206/-	96,030.00
10.	Gardener – 1 nos	5	17,740/-	88,700.00

11.	Sweeper – 1 nos	5	17,740/-	88,700.00
Total (Job B)				<b>29,49,430/-</b>
<b>Grand Total (Schedule A + Schedule B)</b>				<b>50,67,630/-</b>

**Note:**

1. **Mandatory payment if any is required to be remitted by the Contractor in any employee as employer share, shall remit and will be reimbursed on submission of authenticated documentary evidence for verification before reimbursement.**
2. **If the Competent Authority IWAI, HQ revises as the remunerate of any above mentioned designation, which will be conveyed to your firm to pay the revised remuneration. Accordingly, the same will be reimbursed on submission of authenticated documentary evidence for verification before reimbursement.**
3. **Any statutory deductions shall have to be from the consolidated remuneration only and no additional payment would be made on that account. (PF & ESI will be reimbursable in case same is mandatory as per Law)".**
4. **In case of any changes in the Act which has a bearing on the contract, the same should be complied with by the Outsourced agency.**

**Authorized Signature**

**Name** : .....

**Designation** : .....

**Name of Firm** : .....

**Address** : .....

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

## **1. Introduction**

Inland Waterways Authority of India (IWAI) is a statutory body set in 1986 by an Act of Parliament (82 of 1985). The Authority has the principle objectives of development, maintenance and management of National Waterways in the country for shipping and navigation. Kollam - Kottappuram Stretch of West Coast Canal (WCC) along with Champakkara Canal and Udyogamandal Canal in Kerala State was declared as National Waterway-3 (NW-3) w.e.f. 01-02-1993. IWAI has its Regional Office at Kochi to manage NW-3.

## **2. Scope of work and duties & responsibilities**

### **2.1 Period of Service**

Under the provision of this contract the work shall be awarded initially for a period of one year (12 months). However subsequently IWAI shall reserve the right to extend the contract for additional 02 (two ) years on year to year basis to the successful contractor subjected to performance of the contractor on mutually agreed terms and condition.

### **2.2. Detailed scope of work & posting:**

- a) The Technical Manpower engaged would be posted the work sites anywhere in NW-3 stretch (i.e. Kottappuram, Aluva, Maradu, CSEZ (Irumbanam), Vaikkom, Thaneermukkom, Trikkunnappuzha, Kayamkulam, Alappuzha, Kollam and office at Maradu). The area of operations may change or additional locations/manpower may be required anywhere along NW-3. The technical manpower may have to make their own arrangements of lodging/boarding. No extra payment in this regard shall be admissible. The Contract agency is expected to provide technical manpower as per the requirements of IWAI, which shall be decided by the Engineer-in-charge and same is binding on the contract agency. The operating staff for the cargo handling equipment is responsible for the operation, maintenance and day to day repair of the equipment placed. These equipment shall be operated in the IWT terminals located at Kottappuram, Aluva, Maradu, CSEZ (Irumbanam), Vaikkom, Thaneermukkom, Trikkunnappuzha, Kayamkulam, Alappuzha, Kollam and office at Maradu. Besides, the operators are also liable for transfer from one terminal to other depending on the requirement/exigency.

- b) Manpower under consolidated salary :-
- Junior Engineer,
  - Surveyor,
  - crane operator,
  - data entry operator, MTS ( Multi-Tasking Staff)
  - OBM Engine operator for FRP Boat
  - Account executive
  - Personal Assistant
- c) supporting office staff:-
- Gardener
  - Sweeper
- d) In case of any mandatory payment (ESI /PF) is required to paid by the contractor and the same will be reimbursed on submission of documentary evidence. The firm selected for supply of technical manpower shall be responsible for paying salary /wages, insurance, traveling expenses, ESI, EPF and other statutory dues towards the technical manpower, office staff and operators. In order to protect the interest of the technical personnel /operators against any injury, death & disability during the duty and validity of the contract, the Contractor shall have the ***Group Insurance Scheme from any Nationalized Insurance Company and same to be produced to Authority on demand.***
- e) The operators engaged for the equipment shall perform the duty and responsibility as assigned by the Engineer-in-Charge (EIC) and the normal duty shall be from 09.30 AM to 5.30 PM with 01 hour lunch break or any other working hours (on shift of 8 hours) as decided by the Engineer-in-Charge depending on the nature of work with respect to cargo handling at above terminals.
- IWAI shall pay monthly bills within 15 days of presenting the same by the contractor based on deployment / attendance of their manpower during previous month, duly signed by the supervising official of IWAI / Site-in-charge.
- f) With respect to operators for cargo handling equipment, accommodation at their respective place of postings shall have to be arranged by the employee themselves. Similarly, the technical manpower also has to arrange their-own accommodation.

- g) The rates for each category of personnel shall be the monthly consolidated rates. However, for any period of absence from duty, the amount shall be proportionately deducted.
- h) Normal working hours shall be 8 hours per day (excluding lunch break) for 6 days a week. The Manpower supplied shall be eligible for national holidays. Other closed holidays (Gazetted) will be admissible for the staff as per the approval of Engineer in charge from time to time. The contractor shall be responsible to provide for minimum period & type of leave for personnel deployed, complying with standard practices and guidelines.
- i) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
- j) The personnel shall be deployed under the overall control of the Director, IWAI, Kochi and accordingly they shall be required to report for duty at Regional Office of IWAI at Kochi as the case may be for further deployment.
- k) The contractor shall remove any person, if the Director finds him unsuitable and replace him with suitable substitute within 7 days of written intimation in that regard by the Director.
- l) Engagement in IWAI shall not confer any right on any individual for preference in regular employment in IWAI or for his continuation in subsequent period after the termination of the contract.
- (l) Only experienced and qualified personnel shall be deployed for all categories of personnel requiring competency certificates issued by any Authority shall be provided in original at IWAI office by the contractor for each personnel offered by him.
- (m) The staff posted for operation of Crane / Forklift/OBM Operator shall be well conversant with operation of heavy/ Medium/ light vehicles. The Engineer in Charge shall utilize the services of the Crane / Forklift Operators for running other departmental vehicles, as and when required and the operators shall be conversant with the operation of such departmental vehicles.



- (n) No advance payment shall be admissible. Running A/c bills shall be payable monthly on submission of the bill by the contractor, duly certified by the Site-in-Charge/Officer-in-Charge.
- (o) The bill for the monthly wages of the technical staff & operators supplied each month as per the consolidated wages in the tender shall be submitted to IWAI by 7th day of successive month supported by attendance records for verification.
- (p) The payment of salary to the contract employees shall be paid directly to the bank account of all the employees within the prescribed time limit by the contractor.
- (q) IWAI reserve the right to terminate the contract of manpower supply any time before expiry of one year or the extended period by issue of one month's notice to the Contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give one-month notice, failure to do so will result in forfeiture of the deposited security amount.
- (r) The Contractor shall deploy the required number of manpower /operators within 15 days from the date of issue of work order, as per qualification and deployment details given by IWAI.
- m) Contractor may also supply Accounts Executive, Steno/PA on requirement with the same service charge.

## **2.2 Minimum qualification & Experience for the Manpower**

To Supply of Technical manpower, Operators for cargo handling equipment and Supporting office staff for NW-3, the minimum qualification and essential/ the minimum qualification and essential/desirable experience, Age, for each Technical manpower/ operators for crane & forklift / supporting office staff to be deployed are as follows:

Category	Qualification	Experience	Max Age *
Junior Engineer	Degree in civil / Mechanical engineering	Minimum 3 Years' Experience in following works i. Construction of offshore and onshore construction works ii. Dredging and PC Works Computer knowledge in MS Office, AutoCAD Or One-year experience in IWAI	35
	Diploma in civil / Mechanical engineering	Minimum 4 Years' Experience in following works i. Construction of offshore and onshore construction works ii. Dredging and PC Works	35

		Computer knowledge in MS Office, AutoCAD	
Surveyor	Degree in civil / Mechanical engineering	Minimum 3 years experience in Hydrographic survey & related activity with Knowledge of HYPACK Software Or One-year experience in IWAI	35
	Diploma in civil / Mechanical engineering	Minimum 4 years experience in Hydrographic survey & related activity with Knowledge of HYPACK Software	35
Crane-cum-Forklift Operator	Diploma/ITI	1) Diploma with 02 years experience and having relevant certificate /license. (or) 2) ITI with 03 yrs exp. and having relevant certificate/license.	35
Data-Entry Operator	Graduate	a) Skilled Graduate level with min. Typing speed of 40 words per minute in English / min. Typing speed of 35 words per minute in Hindi & min. of 02 years' experience b) Should be Conversant with the working of the computer & essentially well trained & experience in MS office & desirably knowledge of LAN Net working	35
Account Executive	Commerce Graduate/inter CA/inter ICWA	The Commerce Graduate with minimum 3 years' experience in accounts and working on tally software or Degree from recognised university with Inter CA/Inter ICWA	35
Personal Assistant	Graduate	a) Graduate from a recognized university. b) Shorthand speed of 100 word per minute and typing speed of 40 words per minute in English. c) Knowledge of computer operation such as usage and operation of personal computer. Word processing internet and e-mailing.	40
OBM Engine operator for FRP Boat	Matriculation	a) Semi-skilled & free from any Police case and having relevant certificate /license with minimum experience 1 year. / Relaxation for age will be given in case of experienced person.	40
MTS	Matriculation	Semi-skilled & free from any Police case	35
Gardner	5 <sup>th</sup> /8 <sup>th</sup> Pass	Free from any Police case.	35
Sweeper	5 <sup>th</sup> /8 <sup>th</sup> Pass	Free from any Police case.	35

**\*. EIC can give relaxation on Age limit according to the Experience & suitability of candidate**

**Duties and Obligation**

• **Junior Engineer ( Civil)**

- a) All works related to construction & Maintenance of IWT terminals
- b) Supervising of capital & Maintenance dredging works including assisting Hydrographic survey activities.
- c) All works related to fairway development in National waterways

- d) Preparation drawing, estimate, maintenance of record, registers in both office and field.
- e) Assisting in inspection of Maintenance of Navigational aids in day and night.
- f) Assisting in Maintenance of records in Cargo section.
- g) All other activities as and when allotted by EIC and his/her representative.

- **Junior Engineer (Mechanical)**

- a) All works related to Running and Maintenance of IWAI flotilla and other mechanical equipment like crane, fork lift .
- b) Supervising of dredging works
- c) Preparation drawing, estimate, maintenance of record, registers in mech marine.
- d) Assisting in inspection of repairs and maintenance of dredger, vessel, crane, forklift , etc.
- e) All other activities as and when allotted by EIC and his/her representative.

- **Surveyor**

- a) Supervising of capital & Maintenance dredging works including assisting Hydrographic survey activities
- b) Preparation drawing, estimate, maintenance of record, registers in both office and field.
- c) Supervising & inspection of Maintenance of Navigational aids in day and night
- d) Carried out Hydrographic Survey & related activities & Hypack Software
- e) Carried out Hypack Software & related activities.
- f) Assisting in Maintenance of records in Survey section
- g) All other activities as and when allotted by EIC and his/her representative

- **Accounts Executive**

- a) Preparation of Accounting Vouchers in Tally Software.
- b) Verification & Processing of Staff claims like TA/DA, Medical, LTC etc.
- c) Assisting Accounts Officer for making various reports related to Finance.
- d) Attending C&AG Audit & Internal Audit and related works.
- e) Assisting for filing of GST & Income Tax Returns.
- f) All other works allotted by Accounts Officer/Other Officers.

- **Crane cum forklift operator**

- a) All works related to Running and Maintenance of crane and forklift of cargo handling equipment deployed in IWT terminals including periodical visit , timely reporting to Officer in charge of mechanical wing and upkeeping of machineries.
- b) maintenance of record, registers in mech marine.
- c) All other activities as and when allotted by EIC and his/her representative.

- **Personal Assistant**

- a) Act as the point of contact between the Director and internal/external officials/personnels.
- b) Manage diary and schedule meeting and appointments.
- c) Take dictation and minutes.
- d) Duty of clerical and administrative support to optimize the work flow in the office.
- e) Mainly assisted the Director in office operations and procedures.
- f) All other activities as and when allotted by EIC and his/her representative.

- **OBM Engine operator for FRP Boat**

- a) maintenance of record, registers in Survey wing.
- b) All works related to Running and Maintenance of FRP Boat including Detail survey and other inspection, timely reporting to Officer in charge of Survey wing and upkeeping of equipment's.
- c) All other activities as and when allotted by EIC and his/her representative.

- **Data Entry Operator**

- a) Assisting officers in preparation of letters, report, and e-mail correspondence.
- b) Updating of window operating system/Antivirus in all office computers
- c) Assist in desktop work in e-office, e-procurement, NIC matters, LAN works, etc
- d) Assisting in despatching activities as and when desired.
- e) Knowledge in Hindi and English desirable.

- **MTS ( Multi Tasking Staff)**

- a) Maintenance of registers for inward and outward dak.
- b) Attend photo copying, binding, filing, etc
- c) Assisting in despatching activities
- d) All other activities as and when allotted by EIC and his/her representative.

- **Gardener**

Proper maintenance & Upkeeping office premise and garden.

- **Sweeper**

To keep neat and tidy of office including officer cabin, windows, doors, Toilets, common area, drainage, carshed.

#### **2.4. Obligations of IWAI**

- (i) To pay for the manpower services charges as stipulated in the contract within the specified time.
- (ii) To pay separately for any additional services as may be provided to it by the agency on the basis of specific written request.
- (iii) The IWAI will not make any payments directly to any employee of the agency, but the payments will be claimed and received by the agency only.
- (iv) IWAI will ensure the payment to the individuals as finalised under this agreement.
- (v) No employee of the agency will have any right for claim of wages or employment from IWAI at any time during the currency of service contract or later on by virtue of their having been working in IWAI premises.
- (vi) The selected agency will require to enter into an agreement with IWAI. The above terms and conditions shall form part of the agreement.
- (vii) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes or incidental to their performance of duty.
- (viii) The Technical Manpower, Operators for cargo handling equipment & supporting office staff shall be deployed under the overall control of the Engineer in Charge and the personnel shall be required to report & perform their duty as per instructions communicated by the Engineer in Charge of IWAI.
- (ix) The contractor shall remove any person, if the Engineer in Charge finds him unsuitable and replace him with suitable substitute within 7 days of written intimation in that regard.
- (x) Travelling allowance & food bills of staff as applicable shall be reimbursed as per the eligibility of staff, separately on production of bills with supporting documents
- (xi) The leave shall be applicable 12 (twelve) days in a calendar year on pro-rata basis or proportionately basis to the deployed employees and for that a leave register shall be maintained
- (xii)

## **2.5. Duties and Obligation of contractor**

- (i) The contractor shall ensure that the manpower deployed by them are from well background and having good character with required experience and qualification in respective profession. The Agency shall provide the details of the staff proposed to be deployed viz. their name, fathers name, DOB, residential address, mobile number, recent photograph in the form of a data base hard copy and also provide local police clearance certificate & Aadhar Card of the proposed person.
- (ii) Each staff shall have active cell phone and will be available during duty & off duty period.
- (iii) The outsourced staff shall not accept or give any gratuitous payment, gifts or reward in any form in connection with their performance or duty from any person whatsoever.
- (iv) The selected agency or any of its employees shall not avail or request for any of the facilities provided to employees of IWAI.
- (v) Accommodation and transport for the staff to facilitate their due performance of duties shall be the responsibility of contractor/individual.

## **3. Payment Terms**

- 3.1** All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.
- 3.2** The Contractor is liable to provide the services during the defects liability period as per the conditions of tender document. No extra payment for rendering services during defects liability period will be made to the Contractor.
- 3.3.** The service provider shall pay the salary / remuneration to the outsourced staff only through ECS by 7th of the following month without waiting for the clearance of bill from IWAI. The details in this regard will accompany the monthly invoice submitted for reimbursement to IWAI. The bill for previous month shall be submitted alongwith invoice in duplicate during second week of every month. Also, the statutory remittances claimed from IWAI should be evidenced by relevant documentary proof alongwith the monthly bill.
- 3.4.** Monthly bills may be submitted to the Director, IWAI supported by duly certified attendance particulars. Payment of monthly bills shall be made by IWAI within 15 days of receipt of such bills. Any incomplete attendance details of the staff will be treated as absent and no payment / wages will be considered for the absent period. For any Period of absence from duty, the amount shall be proportionately reduced (based on 30/31 days in a month).

**The rates for manpower supplied shall be the monthly consolidated rates. The rate should include Basic wage, VDA, EPF, ESI, Gratuity, Bonus, Leave wages, etc. as applicable as the case may be as per latest Gazette Notification.**

- 3.5** IWAI reserves the right to terminate the contract of deployment of Manpower any time before expiry of stipulated period by issue of one month's notice to the Contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give one month notice, failure to do so will result in forfeiture of the deposited security amount. However, final decision will be taken by the Engineer in Charge as per the contract provisions prior to the withdrawal of manpower and same shall be final and binding on the contract agency.

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

## SECTION VII: GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

- 1.1 In the contract, the following words & expression shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:
- 1.1.1 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
- 1.1.2 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
- 1.1.3 Contractor: means the successful tenderer who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge
- 1.1.4 Employer means the Chairman, Inland Waterways Authority of India and his successors.
- 1.1.5 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
- 1.1.6 Engineer-In-Charge (EIC) means the Engineer officer authorized to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- 1.1.7 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.
- 1.1.8 Chairman: means Chairman of Inland Waterways Authority of India.
- 1.1.9 Chief Engineer: means the Chief Engineer of the Authority.



- 1.1.10 Director means the Director of the Authority, as the case may be.
- 1.1.11 Deputy Director means the Deputy Director of the Authority, as the case may be.
- 1.1.12 Assistant Director means the Assistant Director of the Authority, as the case may be.
- 1.1.13 Assistant Hydrographic Surveyor means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- 1.1.14 Work Order means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- 1.1.15 Day : means a calendar day beginning and ending at mid-night
- 1.1.16 Week : means seven consecutive calendar days
- 1.1.17 Month : means the one Calendar month
- 1.1.18 Site :means the waterway and / or other places through which the works are to be executed.
- 1.1.19 Vessel : Any inland vessel / dredger operating in the National Waterway including the dredging units of IWAI for carrying out the work.
- 1.1.20 **Drawings** : means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawing approved in writing by the Engineer-in-Charge and shall also include drawings/ charts issued for actual execution of the work time to time by the Engineer-in-Charge..
- 1.1.21 **“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..
- 1.1.22 **Work/ works:** means work / works to be executed in accordance with the contract.
- 1.1.23 Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers.
- 1.1.24 District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- 1.1.25 Tendered value means the value of the entire work as stipulated in the letter of award.

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- 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.
- 3. Performance guarantee**
- 3.1 **The contractor shall be required to deposit an amount equal to 5% of the contract sum as performance guarantee in the form of either demand draft in the name of "IWAI FUND (BOND)" payable at Kochi on any nationalized/schedule bank OR an irrevocable bank guarantee bond of any scheduled bank or Nationalized bank in 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 ninety(90) 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.
- 4. Security deposit**
- 4.1 A sum @ 10% 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 in the form of Demand Draft 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 completion of the contract and handing over of the site back to IWAI and 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.

4.7 In case the contractor fails to commence the work/dredging activities or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWAI at its own discretion may encash the Bank Guarantee furnished as security deposit and /or recover the sum from his security deposit.

**5. Sufficiency of Tender**

5.1 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.

**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

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- 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.
- 7. Discrepancies and Adjustment of Errors**
- 7.1 Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions. The case of discrepancy between the Schedule of Quantities and prices, the Specifications and/ or the drawings, the following order of precedence shall be observed : -
- a) Description in the Schedule of Quantities and Prices.
  - (b) Relevant Specifications and Special Conditions, if any.
  - (c) Drawings.
  - (d) Indian Standards Specifications of BIS.
- 7.2 The contractor shall study and compare the drawings, specifications and other relevant information given to him by the Engineer-in-Charge and shall report in writing to the Engineer-in-Charge any discrepancy and inconsistency which he notes. The decision of the Engineer-in-Charge regarding the correct intent and meaning of the drawings and specifications shall be final and binding.
- 7.3 Any error in description, quantity or price in Schedule of Quantities and Prices or any omission there-from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work(s) comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 7.4 If on check there is difference in the amount worked out by contractor in the schedule of quantities and prices and General summary the same shall be adjusted in accordance with the following rules:
- (a) In the event of error/discrepancy occurring in the rates written in figures and words, then the rate which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. When the rate quoted by the contractor in figures and words tally, but the amount is not worked out correctly,

- the rate quoted by the contractor will, unless or otherwise proved, be taken as correct.
- (b) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- (c) The totals of various sections of schedule of quantities and price amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer. Any rounding off of quantities or in sections of schedule of quantities and prices or in General summary by the tenderer shall be ignored.
- 8. Duties and Powers of the Engineer-In-Charge Representative**
- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials/ parts to be used or workmanship achieved in connection with the works
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in- Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in- Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor
- 9. Assignment and sub-letting**
- 9.1 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.

- 10. Facilities to Other Contractors**      10.1      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.
- 11. Change in the Constitution of The Firm to be Intimated**      11.1      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.
- 12. Commencement of Work**      12.1      The contractor shall commence the work at the respective sites within 15 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.
- 13. Works to be carried out in accordance with specification and orders etc.**      13.1      The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner in strict conformity with the specifications laid down in the contract document or as may be laid down by the Engineer-in-Charge under the terms of the contract. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge as may be issued from time to time.

- 13.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:
- (a) Specifications or revisions thereof other than standard printed specifications and charts/drawings issued to the contractor from time to time
  - (b) Explanations, instructions etc.

Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the Contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly

- 13.3 In the case of any class of work for which there is no specifications, such work shall be carried out in accordance with the Bureau of Indian Standards(BIS) specifications. In case there are no such specifications in the BIS, work shall be carried out as per manufacturer's specifications, if manufacturer's specifications are also not available then as per District specifications. In case there are no such specifications as required, above the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

**14. Setting out the works**

- 14.1 The contractor shall provide all assistance and adhere to the instruction of E.I.C during the course of surveying, inspection, etc.

**15. Urgent work**

- 15.1 If any urgent work (in respect of which the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed by Engineer-in-Charge, provided the directions are in accordance and confirmatory with provisions in Clause – 8.

**16. Deviations, variations and extent**

- 16.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects

- including price on which he agreed to do the main work except as hereafter provided
- 16.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:
- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
  - (ii) 20% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge after approval of the Competent Authority.
- 16.3 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
- 16.4 In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.
- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
  - (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- 16.5 In the case of contract items, substituted items, contract cum substituted items, which exceed the deviation limits laid down in



- Schedule 'B', the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined
- 16.6 The provisions of the paragraph 16.4 above shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule-B , and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 16.7 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated/Extra/Substituted items.
- 17. Contractor's supervision**
- 17.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, a qualified and experienced Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works. The contractor or his agent shall be present at the site(s) and shall supervise the execution of the works with such additional assistance in each trade, as the work involved shall require and considered essential by the Engineer-in-Charge. Further the directions/instructions given by the Engineer-in-Charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.
- 17.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the charge of supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the work.
- 18. Instructions and notice**
- 18.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any

officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

18.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.

18.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the Contractor, if delivered to the Contractor, his authorized agent, or left at, or posted to the address given by the Contractor or his authorized agent or to the last known place of abode or business of the Contractor or his Agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.

18.4 The Engineer-in-Charge shall communicate or confirm the instructions to the contractor in respect of the execution of work through a "Site Order Book / Register" maintained in the office of the Engineer-in-Charge and the contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

**19. Plant and  
Equipment**

19.1 The plants and equipment required for the execution of dredging works and all additional necessary plant, equipment and machinery required for the execution of the work under the contract shall be brought to the site by the Contractor at his cost and shall use such methods and appliances for the purpose of all the operations connected with the work covered by the contract, which shall ensure the completion of work(s) within the specified time.

19.2 The contractor shall operate, maintain, repair and safeguard the plants and equipment during the tenancy of the contract in accordance with terms and conditions, specifications of the contract and instructions of the Engineer in Charge

19.3 Subject to the availability of any item(s), plant, equipment and machinery, the Authority at the written request of the contractor, may issue to the contractor on hire for being deployed on the work contracted for, at pre-determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

**20. Patent rights**

20.1 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

**21. Materials**

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

**22. Laws Governing  
The Contract**

**22. 1**

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

**23. Watch & ward  
and lighting**

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→Item deleted.

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- 24.** Work During Night Or On Sundays And Holidays
- 24.1 Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during Sundays and national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, Contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.
- 24.2 The Engineer-in-Charge at its discretion may, however, direct the Contractor that the work may be carried out on holidays, Sundays and/or in extra shifts to ensure completion of works under the contract as scheduled.
- 25.** Labour
- 25.1 (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 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.
- 25.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and

description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.

- i) Any accident if occurred during the said fortnight showing the circumstances under which it happened and the extent of damage and injury caused by it and.
- ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made there-under and the amount paid to them.

25.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.

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

The 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.

- 25.5 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.
- 25.6 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, non-payment of wages or on account of deduction made from the wages of the workers which are not justified by the terms of the contract or non-observance of the said Act and Rules framed there under with amendments made from time to time.
- 25.7 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Acts/Laws stipulated in Clause-25.4 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Acts/Laws/Rules mentioned in Sub-Clause 25.4 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under Sub-Clause 25.4 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor

- 25.8 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.4 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 25.9 The Contractor shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 25.10 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 25.11 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Acts/Rules referred in clause 25.4 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 25.4 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless

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

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

25.13 The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.

25.14 The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.

25.15 The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

25.16 Release of Security deposit after labour clearance. Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually completed, the contractor shall apply for clearance certificate to the Labour Officer under intimation to Engineer-in-Charge. The Engineer-in-Charge on the receipt of such



communication shall write to Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending on record till after three months after completion of work and/or no communication is received from Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the security deposit will be released if otherwise due.

**26.** Materials obtained from excavation such as coins, fossils, etc.

26.1 Materials of any kind obtained from excavation on the site shall remain the property of the Authority and shall be disposed off as directed by the Engineer-in-Charge

26.2 Fossils, coins, articles of value, structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carryout the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Authority.

26.3 However if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge

**27.** Force majeure

27.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent no insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

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- 27.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.
- 27.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission bid, he shall categorically specify in his bid and state whether they have been taken into consideration in their quotations.
- 28. Liability for damage, defects or imperfections and rectification thereof**
- 28.1 If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to IWAI or to any person during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost
- 28.2 If it appears to the Engineer-in-Charge or his representative at any time during the progress of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective design or defective/ improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense
- 28.3 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.
- 28.4 Defects liability period for the civil works like bank protection, jetty, culvert etc. shall be 6 months from the date of completion of all works under the contract. Dredging / excavation will not have a defects liability period once the required lines & levels are achieved

and the same measured and jointly recorded in post dredging survey charts and the chart approved by the EIC.

**29. Contractor's liability and insurance**

- 29.1 From commencement to completion of the work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Contractor) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 29.2
- i) Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
  - ii) Provided, however, in an eventuality as mentioned in sub-clause - 29.2 (i) above, the following provisions shall also have effect:
    - (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
    - (b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

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- 29.3 The contractor shall take special precautions to see that public places and roads adjacent to contractor's yard are not blocked at anytime either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.
- 29.4 The navigable waterways shall not be blocked by Contractor's vessels. The anchors dropped in the waterways shall be properly marked and removed after done with.
- 29.5 The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 29.6 (a) Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the contractor wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the contractor shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
- i) Public liability limits for bodily injury or death not less than Rs.1,00,000 for one person and Rs.2,00,000 for each accident.
  - ii) Property liability limits for each accident not less than Rs.1,00,000 ;
  - iii) The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (b) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (c) If the contractor and/or his sub- contractor (if any) shall fail to effect and keep in force the insurance referred to above or any

other insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

- (d) The contractor shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the contractor fails to comply with the provisions of the safety the Engineer- in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the contract.

**30. Suspension of works**

- 30.1 The contractor shall on the receipt of order of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary.
- 30.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:
- (a) On account of any default on the part of the contractor or
  - (b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
  - (c) for the safety of the works or part thereof
- (30.3) The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- (30.4) If the suspension is ordered for the reasons under the Clause 30.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part.

**31. FORECLOSURE OF contract in full or in part due to abandonment or reduction in scope of work**

- 31.1 If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge (with the prior approval of competent authority mentioned in schedule 'B') shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever,

on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

**32.** Termination of contract on death

32.1

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

**33.** Carrying out part of work at the risk and cost of the contractor.

33.1

If the contractor

- (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 07 days in this respect from the Engineer-in-Charge; **or**
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 07 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; **or**
- (iii) Fails to complete the work (s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

33.2

The Engineer-in-Charge without invoking action under clause 36 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI,

by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/ or
- (b) Carry out the part work/ part incomplete work of any items (s) by any means at the risk and cost of the contractor.

33.3 The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IWAI because of action under this clause shall not exceed 10% of the tendered value of the work

33.4 In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same number and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IWAI are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

33.5 Any excess expenditure incurred or to be incurred by IWAI in completing the part work/ part incomplete work of any item (s) or the excess loss of damages suffered or may be suffered by IWAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IWAI in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

33.6 If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

- 33.7 In the event of the above course being adopted by the Engineer-in-Charge, the contractor shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract
- 34. Completion time and extensions**
- 34.1 The Engineer-in-Charge will make available to the contractor the site to enable the contractor to commence & proceed with the execution of the work in accordance with agreed program. If there is any delay in making available any area of the work or the delays mentioned in Para 34.4, the competent authority as specified in schedule 'B' on the recommendations of the Engineer-in-Charge shall grant reasonable extension of time for completion of work. But the contractor shall not claim any compensation whatsoever on this account.
- 34.2 If after the award of the work the contractor commits defaults in commencing the execution of work as aforesaid, Govt. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely
- 34.3 As soon as possible after the Contract is concluded, the Contractor shall submit a Time & Progress Chart get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work.
- 34.4 However, if the work (s) be delayed by :
- (i) Force majeure as per clause 27, or
  - (ii) Abnormally bad weather, or
  - (iii) Serious loss or damage by fire, or
  - (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - (v) Delay on the part of other contractors or tradesman engaged by Engineer-in-Charge in executing work not forming part of the contract, or
  - (vi) Non-availability of stores, which are the responsibility of Government to supply or
  - (vii) Non-availability of breakdown of Tools and Plant to be supplied or supplied by Government or
  - (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.



Then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

34.5 In case the cost of the work is more than 10 crores, then the total scope of work will be divided into milestones. The contractor shall submit a Time & Progress chart for each milestone and get it approved by the competent authority

34.6 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the competent authority as indicated in Schedule 'B'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired

34.7 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Competent Authority mentioned in Scheduled 'B' may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension

34.8 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any compensation or over run charges whatsoever for any extension granted.

**35. Liquidated  
damages for delay**

35.1 If the contractor fails to maintain the required progress in terms of clause 34 or to complete the work and clear the site on or before the date of completion as per the 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 34 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.

35.2 In case of contracts having tendered amount more than 10 Crores, if the contractor does not achieve a particular milestone mentioned in schedule 'B', or the re-scheduled milestone(s) in terms of Clause 34.6, the amount shown against that milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

35.3 In case of contracts having tendered amount less than 10 crores, if the work remains incomplete after the stipulated date of completion, the Engineer-in-charge may withheld 10% of the tendered value of the work from the running payments of the contractor pending final decision of the competent authority mentioned in schedule 'B' on the extension of time case. If the competent authority decides to grant extension of time without levy of liquidated damages or levy part of the total liquidated damages specified above then the balance withheld amount after adjusting the amount of the liquidated damages levied by the competent authority will be refunded to the contractor.

**36. When the contract can be determined**

36.1 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 enter into a contract with IWAI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with IWAI as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged 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 in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) 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 accredit or 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.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) 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 mentioned in schedule 'B' 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.
- (b) 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 hands 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.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim for 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.

**37. Inspection and approval**

37.1 All works involving more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-Charge on his authorized representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

37.2. No work shall be put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination. The contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work is ready for examination and the Engineer- in-Charge or his representative shall, without unreasonable delay, unless he considers it necessary and advise the contractor accordingly, examine and measure such work. In the event of the failure or the contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the contractor's expenses

37.3 Periodic inspection will be carried out by the EIC or his representative. The contractor can have the inspection schedules finalized with the Engineer-in-charge. Generally all attempts should be made to have joint inspection and number of inspections be not less than three in a calendar month.

**38. Completion certificate and completion plans**

38.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and under the terms and conditions of the contract. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and shall satisfy himself that the work(s) has been completed in accordance with the provisions of the contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer- in-Charge notice that there are defects in the

works or the works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify / replace the defective work or any part thereof or complete the work, as the case may be within such time as may be notified and after the contractor has complied with as aforesaid and gives notice of completion the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

38.1.1 No certificate of completion shall be issued as stipulated above and no work be considered to be completed unless the contractor shall have removed from the work site and / or premises all his belongings / temporary arrangements brought / made by him for the site and / or premises in all respects and made the whole of the site and / or premises fit for immediate occupation / use to the satisfaction of the Engineer- in-Charge. If the contractor fails to comply with the above mentioned requirements on or before the date of completion of the work, the Engineer-in-Charge, may as he thinks fit and at the risk at cost of the contractor, fulfil such requirements and remove / dispose of the contractor's belongings / temporary arrangements, as aforesaid, and the contractor shall have no claim in this respect except for any sum realised by the sale of Contractor's belongings / temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such contractor's belongings / temporary arrangements then the contractor shall on demand pay the amount of such excess expenditure.

38.1.2 The contractor shall submit the completion plans of the work wherever required within 30 days of the completion of work. In case the contractor fails to submit completion plans as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15000/- (Rupees fifteen thousand only) as may be fixed by Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor

### **39. Measurements.**

39.1 The Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract

39.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Schedule of Quantities under the contract. In case of items of work which are not covered by the Technical Specifications or Schedule of Quantities measurement shall be taken in accordance with the

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- relevant standard methods of measurement laid down by the Bureau of Indian Standard.
- 39.3 All items having a financial value shall be entered in daily log book/ measurement book prescribed by the Authority so that the complete work performed under the contract is duly accounted.
- 39.4 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative
- 39.5 Before taking measurements of any works, the Engineer-in-Charge or representative deputed by him for the purpose, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week from the date of taking the measurements, in such eventuality the measurements taken by the Engineer-in-Charge shall be taken to be correct and final measurements of such works.
- 39.6 The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 39.7 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the contractor objects to any of the measurement recorded by the representative of the Engineer-in- Charge a note to the effect shall be made in the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations.
- 40. Payment**                      on                      40.1                      Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for the items of account                      account                      work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded / pre or post dredging survey charts and quantity calculations. in the measurement book(s).
- 40.2                      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 there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

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- 40.3 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.
- 40.4 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. Alternatively payment, due to the contractor shall be made by electronic bank transfer / RTGS
- 40.5 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.
- 40.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 40.7 Income Tax / TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract
- 41. Taxes, duties and levies etc.** 41.1 The prices shall include all the taxes, levies, cess, octroi, royalty, 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 except GST. The applicable GST should have to be paid to the Contractor as per prevailing rates. If any new taxes /change in taxes/increase in taxes become applicable after the commencement of the contract affecting the total cost, IWAI may pay the new taxes/change in taxes, increase in taxes after ascertaining proper certification and proof to this extent submitted by the bidders.
- 42. Tax deduction at source** 42.1 **TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract**
- 43. Payment of final bill** 43.1 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.

**44. Over payments  
and under  
payments**

- 44.1 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.
- 44.2 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.
- 44.3 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.
- 44.4 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
- 44.5 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.

45. Finality clause 45.1 It shall be accepted as an inseparable part of the contract that in matters regarding design, materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carryout of the work the decision of the Engineer-in-Charge which shall be given in writing shall be final and binding on the contractor.
46. Sum payable by way of compensation to be considered is reasonable without preference to actual loss 46.1 **All sum payable by way of compensation to the Authority under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.**
47. Settlement of disputes & arbitration. 47.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the

Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.

- (ii) If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator on prescribed proforma as per Annex-6, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

47.2 Except where the decision has become final, binding and conclusive in terms of Sub Para 47.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by Chairman, IWAI.

47.3 Further, within thirty (30) days of receipt of such notice from either party, the Engineer-in-Charge of work at the time of such dispute shall send to the Contractor a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India.

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

- 47.4 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman IWAI shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 47.5 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 47.6 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 47.7 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred
- 47.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above
- 47.9 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 47.10 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.
- 47.11 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Kochi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.  
NOTE: In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall

not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder

48. Claims
- 48.1 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.
- 48.2 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.
- 48.3 Any claim which is not notified in two consecutive monthly statements for the two consecutive months shall be deemed to have been waived & extinguished
49. Interest
- 49.1 No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

**SCHEDULES**

**SCHEDULE 'A': Salient Features of the work.**

<b>Name of Work</b>	Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, RO Kochi in NW-3
<b>Estimated cost</b>	Rs. 55.74lakhs excluding GST
<b>Earnest Money</b>	Rs.1,11,488/-.
<b>Security Deposit</b>	5% of contract price as Security deposit & 5% of contract price in form of Bank guarantee

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

- (i) **Officer inviting tender** : **Director, IWAI, Kochi**
- (ii) **Tender Accepting Authority** : **Director, IWAI**
- (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** } : 15 days .
- (b) **Maximum allowable extension beyond the period provided in (iii) (a) above** } : 7 days.
- (iv) **Percentage on Cost of Materials and Labour to cover all overheads & profits** } : included in the estimate
- (v) **Standard Schedule of Rates** : Not applicable
- (vi) **Specifications to be followed** : Not applicable
- (vii) **Deviation Limit beyond which Clause 16.3, 16.4, 16.5 & 16.6** } . 20% with approval of the Competent Authority
- (viii) **Competent Authority for grant extension of time under clause 34:-**  
 (a) Regional Director (Field), IWAI (if the amount of contract is upto 50 lakhs).  
 (b) Member (Technical), IWAI (if the amount of contract is upto 100 lakhs).  
 (c) Vice-Chairman / Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).  
 (d) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

**(ix) Competent Authority to levy liquidated damages for delay under clause 35:-**

- (a) Regional Director (Field), IWAI (if the amount of contract is upto 50 lakhs).
- (b) Member (Technical), IWAI (if the amount of contract is upto 100 lakhs).
- (c) Vice-Chairman / Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
- (d) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

**(x) Competent Authority to determine the contract as per clause 36:-**

- (A) Regional Director, Director (Field), IWAI (if the amount of contract is upto 50 lakhs).
- (B) Regional Director/Engineer-in-Charge with the prior approval of
  - (a) Member (Technical), IWAI (if the amount of contract is up to 100 lakhs).
  - (b) Vice-Chairman / Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
  - (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

**(xi) Milestones as per table given below:-**

**(Clause 34.5 & 34.6 shall be applicable only when the amount of the contract is more than 10 Crores).**

Sl. No.	Milestone	Time Allowed (from date of start) in months	Amount to be withheld in case of non-achievement of mile stone
	Not applicable being less than Rs. 10 Crores.		

**(xii) Competent authority to reschedule the milestones as per clause 34.5** } : Chairman, IWAI, Noida.

**(xiii) Competent authority for foreclosure of contract in full or in part due to abandonment or reduction in scope of work as per Clause – 31:**

- (A) Regional Director (Field), IWAI (if the amount of contract is upto 50 lakhs).
- (B) Regional Director / Engineer – in - Charge with the prior approval of
  - (a) Member (Technical), IWAI (if the amount of contract is upto 100 lakhs).
  - (b) Vice-Chairman / Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
  - (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

**(xiv) Incentive for early completion** : Not applicable

\*\*\*\*\*

## **SECTION – VIII : ANNEXES**



**ANNEX - I INTEGRITY AGREEMENT**

***(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and signed by the Bidder and the same is to signed by the Authorized Signatory / Competent Employer on behalf of IWAI)***

This Integrity Agreement is made at ..... on this .....day of .....  
2024

BETWEEN

Chairperson, Inland Waterways Authority of India represented through  
.....(*insert name of authorised representative*), Inland Waterways Authority  
of India, A - 13, Sec. - 1, Noida.

IWAI, (Hereinafter referred to as the ‘Employer’, 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 Employer has floated the Tender (NIT No.:  
IWAI/.....) (hereinafter referred to as “Tender / Bid”) and intends  
to award, under laid down organizational procedure, contract for  
“.....(*insert name of assignment*)”

AND WHEREAS the Employer 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 Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Employer, 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 Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Employer shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer 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 Employer 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 of 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 Employer'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 Employer as part of the business relationship, regarding plans, technical Bids 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 of a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's 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 Employer under the law or the Contract or its established policies and laid down procedures, the Employer 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 Employer'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 Employer 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 Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer 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 Employer apart from exercising any legal rights that may have accrued to the Employer, 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 Employer 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 Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

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

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

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

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

**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires 18 months after the completion of work under the contract.

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

**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 Employer, 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 Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....

**(For and on behalf of Employer)**

.....

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

**WITNESSES:**

1. ....

**(Signature, name and address)**

2. ....

**(Signature, name and address)**

**Place :** .....

Date : .....

**ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE  
SECURITY**

To  
The Chairperson  
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 “**Contractor**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for “**Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, Kochi in No.3**”, on production of Performance security in the form of Bank Guarantee for INR ..... (Rupees.....only), at the request of ..... **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees--- -----only) against any default or failure on the part of Contractor 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 **Contractor’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR ..... (Rupees.....only).



2. We, **(Bank)** undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** 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 **Contractor** 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 Contractor and accordingly discharge this Guarantee after 90 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the 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 **Contractor** 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 **Contractor** 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** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** 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 **Contractor** 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 **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL YOUR RIGHTS UNDER THE GUARNTEE 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 **Contractor**.
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 ..... 2018

for .....

(Indicate the name of bank)

Signature.....

Name of the Officer

.....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch

(SEAL)

**ANNEX - III: AGREEMENT FORM**

***(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and signed by the Bidder and the same is to signed by the Authorized Signatory / Competent Employer on behalf of IWAI)***

**Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, Kochi in No.3**

**AGREEMENT**

**BETWEEN**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**AND**

**CONTRACTOR FIRM**

This Agreement made on this.....day of.....Two thousand Eighteen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “**IWAI**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at .....(hereinafter called the “**Contractor**“, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

**WHEREAS IWAI** is desirous of giving “**Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, Kochi in No.3 (the “Work”)**” as per the Work Order No. ....dated .....in accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

**WHEREAS THE CONTRACTOR FIRM** has agreed to undertake the “**Work**” on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall undertake the “**Work**” as per the Work Order No. ....dated ..... in accordance with the ToR & conditions of contract attached hereto all of which will form part this agreement.
3. The following documents shall be deemed to form and be read and construed as part of the Agreement i.e.
  - a) Agreement Form
  - b) Integrity Agreement
  - c) Letter of Acceptance
  - d) General & Special Conditions of contract
  - e) Schedule of the price bid
  - f) Technical Bid
  - g) Addenda / Corrigenda
  - h) All Correspondences

The “Contractor” hereby covenants with IWAI to complete and maintain the “Works” in conformity in all respect, with the provisions of the Agreement.

The “IWAI” hereby covenants to pay the 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 hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

**For and on behalf of**  
**(Inland Waterways Authority of India)**

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

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

*Stamp*

**For and on behalf of**  
**(Contractor)**

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

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

*Stamp*

**Witness – I**

- 1) Signature\_\_\_\_\_
- 2) Name & Designation\_\_\_\_\_

*Stamp*

**Witness – II**

- 1) Signature\_\_\_\_\_
- 2) Name & Designation\_\_\_\_\_

**Witness – I**

- 1) Signature\_\_\_\_\_
- 2) Name & Designation\_\_\_\_\_

*Stamp*

**Witness – II**

- 1) Signature\_\_\_\_\_
- 2) Name & Designation\_\_\_\_\_

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**ANNEX - IV: DETAILS OF BANK ACCOUNT**

**FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM**

*(To be submitted on the letter head of the Bidder)*

**NAME OF THE PROJECT: Supply of Technical Manpower, Operators for Cargo  
handling Equipment & Supporting Office Staff for IWAI, Kochi in No.3**

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

**Bank Account Number** : \_\_\_\_\_  
**RTGS/NEFT/IFSC CODE** : \_\_\_\_\_  
**NAME OF THE BANK** : \_\_\_\_\_  
**ADDRESS OF THE BRANCH** : \_\_\_\_\_  
**OF THE BANK**  
**BRANCH CODE** : \_\_\_\_\_  
**ACCOUNT TYPE**  
**(SAVING/CURRENT/OTHERS)** : \_\_\_\_\_

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.**

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

**Signature of Authorized Signatory  
Name & Designation**

**Date:**

**Place**

**ANNEX-V: BANK CERTIFICATION**

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

**Authorized**

**Signatory**

**Date:**

**Authorization No.** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Official Seal/Stamp**

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**ANNEX-VI: LETTER OF ACCEPTANCE OF TENDER DOCUMENT**

*(To be submitted on the letter head of the Bidder)*

**To,**

**Date:**

.....(insert name of the authorised representative),

**INLAND WATERWAYS AUTHORITY OF INDIA,  
Kannadikkadu, Maradu, Kochi-682 304,  
District: - Ernakulam (Kerala)**

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

**Tender Reference No:** IWAI/COCH/A&E/3073/2024-25/33

**Name of Tender/Work:** - Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, RO Kochi in NW-3

Dear Sir,

1. I/ We have downloaded /obtained the Tender document for the above mentioned 'Tender/Work' from the website(s) namely: [www.iwai.nic.in](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) (if any) issued from time to time by your department / organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document / corrigendum(s) (if any) in its totality / entirety.
5. 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 the full Earnest Money Deposit absolutely.

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**



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## **ANNEX-VII: Form of Tender**

To,

The Director

IWAI, Kochi

Subject: Submission of Technical and Financial Proposal for Supply of Technical Manpower, Operators for Cargo handling Equipment & Supporting Office Staff for IWAI, RO Kochi in NW-3

Dear Sir,

1. Having examined the information and instructions for submission of tender, General & Special Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and forms, etc. for the above named works, I/We (Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I / We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am / are tendering for the works mentioned in the table below and submitting the EMD in the form of RTGS / NEFT in favour of IWAI Fund payable at Kochi from Nationalized / Scheduled bank of India as per the details given therein:
4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the last date of Bid Submission 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 EMD, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained 34 or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on EMD and/ or Security Deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.

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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. I/We also declare that the firm has not been debarred / blacklisted during the last three years. Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.
  9. I/ We understand that IWAI is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.
  10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date..... Signature.....

Name ..... Designation .....

duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)M/s .....

Telephone no's.....FAX No.....

Email ID: .....

\*\*\*\*

End of the Tender Document

