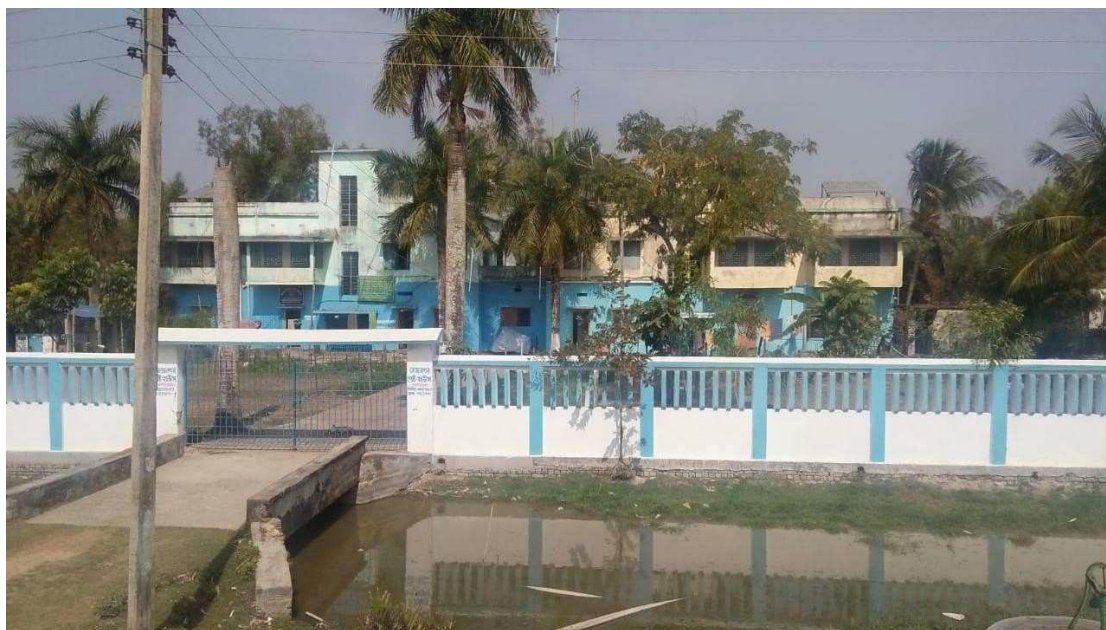




TENDER
FOR

**Providing Fresh Drinking Water facilities at Hemnagar
Land Customs by Drilling Deep Borewell and Supplying
& Installing alongwith all other electrical allied
components during 2021-22**



TENDER No. : IWAI/KOL/RE/HEMNAGAR/2021-22

DECEMBER, 2021

INLAND WATERWAYS AUTHORITY OF INDIA

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

P-78, GARDEN REACH ROAD,

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

Web site: www.iwai.gov.in

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

DISCLAIMER

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

CHECK LIST

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

- i) Scanned copy of tender document duly signed by the contractor.
- ii) Scanned copy of tender cost or Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender Fee / cost of Tender document, on submission of documents to the extent as per the Government of India notifications in this regard(Valid Certificate)
- iii) Scanned copy of tender acceptance letter (To be given on Company Letter Head) as per tender.
- iv) Declaration for Deposit of Earnest Money (To be given on Company Letter Head) shall be scanned and uploaded to the e-tendering web with in the period of Bid submission.
- v) Scanned copy of GST, and firm registration certificate from concerned authority as per tender.
- vi) Scanned copy of work experience/completion certificate along with the work order of corresponding certificate and latest solvency certificate as per tender.
- vii) Scanned copy of letter of authority for signing and negotiation, PAN as per tender.
- viii) Scanned copy of audited balance sheet for last 3 years and cancelled cheque for e-payment as per tender.
- ix) Scanned copy of signed declaration on the firm/company letter head with respect to no alteration/modification in tender documents & an undertaking stating that their firm/company has not been banned or blacklisted by any Private/Semi Government/Government organization during last 3(three) financial years.
- x) Scanned document of the registration of firm with Central Public Works Department, Railways, MES and State PWD/Irrigation Department/Ports /Defence or non-registered contractors having experience of working with IWAI.
- xi) Scanned copy of signed declaration stating that no alteration has been made in any form in the uploaded tender document and BOQ

-
- xii) Scanned copy of all Form in the same format as provided in tender document and the same shall be duly filled & signed (as per required condition of the form Performa)
 - xiii) Scanned copy of any other information if required as per tender to be attached.

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SECTION - I: NOTICE INVITING E-TENDER



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Government of India)

P-78, GARDEN REACH ROAD,

Telephone Nos. 033-2439 0393

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

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

NOTICE INVITING E-TENDER

1. Introduction

Inland Waterways Authority of India (IWAI), Kolkata invites online Open Tender Enquiry (OTE) Tenders / Bids from reputed & eligible **Contractors / Companies / Firms** in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for **“Providing Fresh Drinking Water facilities at Hemnagar Land Customs by Drilling Deep Borewell and Supplying & Installing alongwith all other electrical allied components during 2021-22”**

2. Critical Data Sheet

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

(i)	Tender Number	IWAI/KOL/RE/HEMNAGAR/2021-22
(ii)	Tender e-Publishing date	21.01.2022at 1100 hrs
(iii)	Document download start date & Time	21.01.2022 at 1300 hrs
(iv)	Bid Submission start Date & Time	21.01.2022at 1400 hrs
(v)	Bid Submission/Closing/Document Download End Date & Time	27.01.2022 at 1500 hrs
(vi)	Technical Bid Opening date & Time	28.01.2022 at 1530 hrs
(vii)	Estimated Cost (In Rs.) including all taxes except GST as applicable	Rs.16,95,122.00 (Rupees Sixteen Lakh Ninety Five Thousand One Hundred & Twenty Two Only)
(viii)	Tender Cost	Rs.5900.00 (Including GST) or exemption certificate as per clause no.10
(ix)	EMD (Earnest Money Deposit in Rs)	Rs. 0.00/- (Bidder to submit Declaration provided in Section –IX at Annex-VI)

3. Bids shall be submitted online only at CPPP website [https://eprocure.gov.in /procure/app](https://eprocure.gov.in/procure/app) Manual bids shall not be accepted and liable to be rejected.
4. The Hard Copy of original instruments in respect of cost of Tender cost in original in form of demand draft or as asked in this tender document must be delivered at the office of Director, IWAI, P-78, GARDEN REACH ROAD, KOLKATA – 700043 on **27.01.2022 upto 15:00hrs** as mentioned in critical date sheet. Further, the Bidder shall also deposit the Tender cost through RTGS in IWAI, Kolkata account. The Bidder likely to be liable for legal action for non-submission of original payment instrument like DD, or through RTGS/NEFT etc., against the submitted bid. Demand Draft/RTGS Utr. No. attached/submitted for tender fee and the same shall be non refundable. The Bidder who is willing to deposit the tender fee through RTGS/neft, they shall deposit the same in Account of IWAI, Kolkata is given below:

i) Name of Bank Account	IWAI FUND
ii) Bank Name & Address	State Bank of India, Garden Reach branch, Kolkata
iii) Bank Account Number	31661496517
iv) IFSC Code	SBIN0001402
v) MICR Code	700002126
vi) GSTIN No.	19AAATI7021F1V

TERMS & CONDITIONS:-

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

- i. The tenderer shall be registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department, any other concerned Deptt. or non-registered contractors having experience of working with IWAI.
- ii. Tenderer shall have Permanent Account Number issued by Income Tax Deptt as well GST Number.
- iii. Average annual financial turnover during last three years ending of the previous financial year, should be at least 30% of the cost. Experience of having successfully completed similar works or plumbing work or sanitary installation or borewell or lowering of submersible pump alongwith electrical installment or supply & installation of electrical goods or other civil/electrical repair & renovation work during last seven years ending last day of month previous to the one in which this tender is invited should be either of following:
 - (a) Three similar works costing not less than 50% of the estimated cost; **or**
 - (b) Two similar works costing not less than 60% of the estimated cost; **or**
 - (c) One similar work completed not less than 80% of the estimated cost
- iv) Latest certificate of solvency from nationalized / scheduled Bank included in the second schedule of the RBI Act for not less than 40% of estimated cost for this tender or as mentioned in tabular form as given below.(Shall not be older than one year)
- v) The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same. Any/all submissions made without duly signed & stamped tender document (Should be signed on every page of the tender document) shall be deemed to be rejected(i.e Technically Disqualified)
 - a. The tenderer shall submit required **PERFORMA FOR EARNEST MONEY DEPOSIT (EMD) DECLARATION** as provided/mentioned in the tender document. Any/all submissions made without the earnest money Performa and/or after the date mentioned hereinafter in clause 2(b) shall be deemed to be rejected i.e Technically Disqualified.
 - b. The firm should not have incurred loss for more than 2 years during preceding three years ending 31st March, 2020.

Parties fulfilling the above indicative eligibility criteria can download tender document from the “<https://eprocure.gov.in/eprocure/app>” and IWAI’s website “www.iwai.nic.in”. Bidders submitting the downloaded version of tender document is required to submit Rs.5900/- (Rupees Five thousand nine hundred only including GST) i.e. an amount equal to the cost of tender document along with tender in the form of demand draft made in favour of ‘IWAI fund’ payable at Kolkata or through RTGS in the account of IWAI, Kolkata as mentioned in clause no.4 at any nationalized/ schedule bank.

6. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.
7. The firm may quote for the work as indicated above and completed bidding criteria as per terms & Conditions mentioned in the tender document and the same should be submitted in online through <https://eprocure.gov.in/eprocure/app> upto **27.01.2022 at 15.00 hrs** and it will be opened on **28.01.2022 at 15.30 hrs**.

8. Bank Solvency of the work is as given below:

Sl.No	Name of Work	Bank solvency required (Rs. In Lakhs)
1.	Providing Fresh Drinking Water facilities at Hemanagar Land Customs by Drilling Deep Borewell and Supplying & Installing alongwith all other electrical allied components during 2021-22	5.09 Lakh

9. For special attention

- All tenderers are cautioned that tenders containing any deviation whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive.
 - The tender shall have to be submitted bid in online in two bid format, the first part i.e.” Technical bid” should contain the scanned copy of entire tender document duly signed in all places, details of machineries, technical manpower, work schedule, and tender cost/earnest money deposit perform only but not the price bid. Second part i.e.” Financial bid” shall contain only the rates of the item of work as in schedule A this price bid (BOQ Providing Fresh Drinking Water facilities at Hemanagar Land Customs by Drilling Deep Borewell and Supplying & Installing alongwith all other electrical allied components during 2021-22.) as per format provided along with this online tender. The bid shall be submitted in online through <https://eprocure.gov.in/eprocure/app>.hours. IWAI reserves the right to reject any or all the tender without assigning any reason thereof.
10. Tender cost must accompany each tender and tender not accompanied by the tender cost shall be rejected as NON-RESPONSIVE. Scanned cost of Demand draft/Utr. Challan no. towards tender cost for an amount of Rs.5900/- including GST as specified above shall be submitted in the technical bid. **However, for exemption towards tender fee the bidder should submit the certificate from Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro Small and Medium Enterprise (MSME) or are registered with the central purchase organization or the concerned Ministry or Department or Startups.**
 11. **Opening of e-tenders & Evaluation**
 - (a) Tenders will be opened online by the tender evaluation committee at IWAI, P-78, Garden Reach Road, Kolkata – 700 043 at **15:30 Hrs on 28.01.2022** in the presence of representative of the tenders who choose to remain present.
 - (b) After the online opening of the tenders, the first part i.e. Technical bid will be evaluated by the Tender Evaluation Committee (TEC) as constituted by the Authority. The second part i.e. Price bid will be opened online by the same TEC only for those tenderers who become technically qualified after the evaluation of technical bid on a suitable date.
 12. If the tendered amount is same for more than one bidders then the work will be awarded to the bidder on the basis having more credential/experience certificate submitted by the bidders.

13. TENDER VALIDITY PERIOD

The tender shall remain valid for a period not less than 120 days after the date of opening of financial bid.

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

10. **If the tendered amount is less than or equal to 10% of estimated amount then a rate analysis of the quoted amount would have to be submitted in first part i.e. "Technical bid" along with tender document.**

11. In addition to clause no. 10 Additional Performance Bank Guarantee or Security Deposit shall be submitted against unbalanced rate quotation. For Tender having financial quote less than or equal 10% of the estimated contract value, no additional security deposit/BG is required but for the tender having financial quote less than 10% of the estimated contract value, the contractor is liable to provide additional Security Deposit against unbalanced rate which would be communicated in LOA. The additional Security Deposit shall be over and above the PBG/Security Deposit which shall be returned to the contractor after completion guarantee obligation period of the work. However non-furnishing of additional Security Deposit within the stipulated time of LOA shall be treated as defaulter and consequently, the tender shall be cancelled.

12. 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.

13. Brief Scope of the Work

In brief, the scope of work for the appointed firm shall be Water supply works by installing Bore well and its Accessories, water supply to various point, Water storage tank etc., supply & installation of Air Conditioner, Stabilizer for AC, Fan and miscellaneous electrical repairing works at Hemnagar Land Customs Station– Item Rate BoQ along with all allied works as detailed in Terms of Reference (ToR), Section - VI of this tender document.

14. Method of Selection

The successful Bidder will be selected under Least Cost System (LCS) selection method and procedures described in this Tender Document.

After evaluating the price bid, if IWAI determines that the bidder has substantially failed to demonstrate his capability to deliver the contract at the offered price, IWAI may reject the bid/proposal

If the tendered amount quoted in price bid is same for more than one bidder then the work will be awarded to the bidder on the basis having more credential/experience certificate submitted by them in the online portal.

15. Clarifications

Clarification / Query, if any, on the Tender Document can be obtained from the following address:

Director,
Inland Waterways Authority of India,
(Ministry of Ports, Shipping and Waterways, Govt. of India)
P-78, GARDEN REACH ROAD, Kolkata - 700043
E-mail address of Issuing Officer: dirkol.iwai@nic.in
Telephone Nos. 033-2439 0393

E-Mail: dirkol.iwai@nic.in

Website: <http://www.iwai.nic.in>

16. IWAI reserves the right to accept or reject any or all Tenders without assigning any reason and no correspondence shall be entertained in this regard.

Director
IWAI, Kolkata

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION II: INSTRUCTION TO BIDDERS (ITB)

1. **Background**
 - 1.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Ports, Shipping & Waterways, 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 NWs in the country. The authority is also vested with the responsibility of implementation of Protocol on Inland Water Transit & Trade (PIWT&T) between India and Bangladesh. As per the Protocol "One country will provide facilities of Ports of Call including their specified Extended Ports of Call to the vessels of the other country engaged in inter-country trade".
 - 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environmental friendly mode of transport. When developed for use by modern inland vessels operating on dependable fairways, it can reduce congestion and investment needs in rail & 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 may be a firm that is a Private entity or a Government entity 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 Joint Bidding Agreement. 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 orders 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 (3) years ending 31st 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 (3) 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 the details of the availability of instrument/apparatus/other facilities, earth works construction equipments, machineries as proof of adequate capacity for undertaking the work, which must include the layout indicating the size, capacity and facilities available etc as per Form 4L: Section IV.
- 3.8 The Bidder shall also indicate the following:
- 3.8.1 The Bidder shall have adequate resources for successful execution of the works 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.
- 3.8.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed alongwith audited balance sheet of the same by the Bidder for the last three financial years.
- 3.8.3 The minimum Bid Capacity of the Bidder should be as mentioned in clause 16.1.3 of ITB. The Bidders shall submit Form 4K, Section IV in support of this criteria.
- 4. Pre-Bid Meeting**
- 4.1 A Pre-Bid meeting shall be held as per the date and time mentioned in Section III – Bid Data Sheet. Bidders willing to attend the pre-bid meeting should inform the Employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective Bidder.
- During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.
- The Bidders may put forth their pre-bid queries in the format prescribed in Form 4G, Section IV.
- 5. Clarifications and Addendum**
- 5.1 Bidders may request a clarification on any clause of the document up to the number of days / date 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". 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. To give reasonable time to the bidders to consider an amendment, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. Declaration on the issue has been built-up in Form 4E, Section IV.

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):** Bidder to submit Declaration provided in Section – IX at Annex-VI
- 6.1.1 All Bidders shall furnish Tender fee 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 Tender fee on submission of documents to the extent as per the Government of India notifications in this regard. In case of a JV / Consortium, the Lead Member shall furnish the Tender fee. Further, also refer clause 6.7.12 of ITB below.
- EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS / NEFT in the following account:
- | | |
|-----------------------------------|---|
| (i) Name of Bank Account: | IWAI FUND |
| (ii) Bank Name and Address | State Bank of India, Garden reach Branch, Kolkata |
| (iii) Bank Account Number | 31661496517 |
| (iv) IFSC | SBIN0001402 |
| (v) MICR Code | 700002126 |
| (vi) GST No. of IWAI | 19AAATI7021F1ZV |
- 6.1.2 No interest shall be payable by the Employer for the sum deposited as PBG/Security deposit.
- 6.1.3 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 seven (07) working days of opening of

Price bid.

6.1.4 The PBG/Security Deposit 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 after opening of bid and prior to signing of agreement, it will be construed as withdrawal of the original bid
- (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) 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.

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 Demand draft/RTGS / NEFT. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India notifications in this regard. Further, also refer Clause 6.7.12 of ITB below for JV / Consortium. The cost of tender document is non-refundable.

6.3 **Bank Solvency**

All Bidders shall submit Bank Solvency certificate from a nationalized / scheduled bank in India for a minimum amount (i.e. 40 % of estimated cost of work) as mentioned in Section - III: Bid Data Sheet. In case of a JV / Consortium, the Bank Solvency certificate should be in the name of the Lead Member. **The Bank Solvency certificate submitted by the Bidder shall not be older than one (1) year 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 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 **Bids by Joint Venture (JV) / Consortium**

6.7.1 The Joint Venture / Consortium can be entered between two or more firms and limited to maximum three firms.

6.7.2 The Lead Member should have highest share of participation in a JV / Consortium.

6.7.3 In case the Bidder is a JV / Consortium of two members, then the minimum share of the 2nd member shall be 25%. In case the Bidder is JV / Consortium of three members, then the minimum share of 2nd and 3rd member shall be 15% each, with total share of all the JV / Consortium members being 100%.

6.7.4 There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them (as per the format in Form 4J of Section IV). The Bidder has to submit either of the following:

6.7.4.1 A copy of the existing Joint Venture Agreement (if any) in accordance with requirements mentioned in this Tender Document

OR

6.7.4.2 A documentary proof of "intent of forming JV / Consortium as per Joint Bidding Agreement (as per the format in Form 4J of Section IV)" on non-judicial stamp paper of INR 100 at the time of submission of bid.

The Joint Bidding Agreement to enter into a JV / Consortium agreement should contain at least the following:

- Name of the JV / Consortium independent from the name of JV / Consortium Partners
- Name of the Lead Partner
- Clearly mentioned percentage share of JV / Consortium members adhering to Clause 6.7.3 mentioned above.
- All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

6.7.5 It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a separate Company and register the same under the provisions of Companies Act,

2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.

- 6.7.6 Lead partner's authorization shall be evidenced by submitting a Power of Attorney (PoA), duly notarized, signed by the legally authorized signatories of all the partners / members of JV / Consortium.
- 6.7.7 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the JV / Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the Lead Partner.
- 6.7.8 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining JV / Consortium. The partner-in-charge shall, within 30 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Lead Partner, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Contractor and the Employer will take action under the Conditions of Contract.
- 6.7.9 Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub-clause 6.9.7 above, all the partners of the JV / Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.
- 6.7.10 The bid submitted shall contain all relevant information for each member of JV / Consortium as per the requirement stipulated under clause 10.1 of ITB.
- 6.7.11 Lead member should have stake in the JV / Consortium as stipulated in Clause 6.9.3 above and it should clarify the proposed responsibilities as per the format given in Section IV: Form 4J. However, the JV / Consortium members together shall meet the overall qualification criteria stipulated in Clause 16.1 of ITB.
- 6.7.12 In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.

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 firms 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 Chairman 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

9. Guidelines for e-submission of the Bids

- 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.
- 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 prerequisite 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 - 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 who 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 / corrigenda 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 favorites’ 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 is 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.

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- 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 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 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_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified / replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 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 be 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

The scanned copy of the Technical and Financial Bids, complete in all respects, should be submitted online as per the sequence mentioned below. Bids should be submitted in two covers. 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.

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 (Bidder to submit Declaration provided in Section –IX at Annex-VI) shall be scanned and uploaded to the e-tendering web with in the period of Bid submission.
- (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 IX
- (e) Letter of Bid (Section IV: Form - 4A)
- (f) Signed declaration by the Bidders (Section IV: Form – 4E)
- (g) PoA 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.
- (h) Joint Bidding Agreement as per Section IV: Form 4I
- (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) Original tender document with minutes of the pre-bid meeting and all addenda & corrigenda issued till last date of bid submission date duly stamped and signed by the authorized signatory of the Bidder.

Note: If the bid 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 PoA for the firm for signing the bid in which case a certified copy of the PoA shall accompany the bid. A certified copy of the Partnership Deed and current business address of all the partners of the firm shall also accompany the bid.

10.1.2 **Part – II**

- (a) Annual Report / Audited Balance Sheets, for the last three financial years ending 31st March of the previous financial year.
- (b) GST Registration certificate along with declaration regarding input tax credit in GST as per Form-4M, Section-IV
- (c) Income Tax Return (ITR) filed by the Company for the last three financial years
- (d) PAN card of the Company
- (e) Section IV: Form - 4C for Average Annual Turnover duly certified by the Statutory Auditor
- (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 Works 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) Work Order / Agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Section IV: Form 4K

10.1.4 **Part – IV**

- (a) Details of **availability of road, earth works construction equipments, machineries** as per Section IV: Form 4L along with documentary evidence of ownership / lease

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

All the submissions enumerated under Part I, II & III shall be submitted by all the JV / Consortium Partners separately wherever applicable.

10.2 Cover - II: Financial Bid

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

- (i) This will contain fixed rate contract price to be charged for completing the work.
- (ii) While working out the price, following points should be noted:
 - (a) The Bidders will have to bear the cost of mobilization of the equipment from its present location to the site and de-mobilization of the equipment whenever required. All other incidental cost during the construction operation is also to be borne by the Bidder.
 - (b) The Bidders will have to make their own arrangements for the transportation / accommodation / TA / DA of their personnel assigned to this project. The price quoted shall also include the Bidder's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, the remuneration of the experts, secretarial staff, their salary, allowances and overhead expenditure etc.
 - (c) 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 weight age, otherwise it would be presumed that the Bidder would absorb the same in his quote.
 - (d) The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 The total duration of Works is 45 days from the date of issue of work order/LOA .

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 /

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

Withdrawal of Bids	No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.
15. Bid Opening and Evaluation Process	<p data-bbox="435 317 1489 432">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.</p> <p data-bbox="435 464 1489 522">15.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.</p> <p data-bbox="435 554 1489 816">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.</p> <p data-bbox="435 848 1489 936">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 .</p> <p data-bbox="435 968 1489 1299">15.4.1 A Bid shall be considered responsive only if:</p> <ul style="list-style-type: none"> <li data-bbox="459 1031 1489 1089">(a) It is received by the Bid submission date and time including any extension thereof, pursuant to Clause – 11 above; <li data-bbox="459 1121 1489 1148">(b) It is accompanied by the Tender Fee as specified in clause 6.2 above; <li data-bbox="459 1180 1489 1239">(c) It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal); <li data-bbox="459 1270 1489 1299">(d) It does not contain any condition or qualification or suggestion; and <p data-bbox="435 1331 1489 1535">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.</p> <p data-bbox="435 1566 1489 1682">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.</p> <p data-bbox="435 1713 1489 1829">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.</p> <p data-bbox="435 1860 1489 1942">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.</p>

**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 16.1.3 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 **A.** The tenderer shall be registered with Central Public Works Department, Railways, MES, Defence, Port Trust/ relevant department and State PWD/Irrigation Department or non-registered contractors having experience of working with IWAI.

Qualification Criteria for Civil works

The Bidder should have successfully completed “**Similar Works**” such as Experience of having successfully completed similar works or O&M of terminal works or Civil construction works or plumbing work or sanitary installation or borewell or lowering of submersible pump alongwith electrical installment or supply & installation of electrical goods or other civil/electrical repair & renovation work etc in previous seven (7) years before the last date of the Bid submission as per the criteria specified below:

- (a) 3 similar works each costing not less than the amount equal to 40% of the estimated cost or
- (b) 2 similar works each costing not less than the amount equal to 60% of the estimated cost or
- (c) 1 similar work costing not less than the amount equal to 80% of the estimated

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 (3) financial years

At least 40% of the estimated cost of this work to qualify for this work

In the event of a JV / Consortium, all parties combined shall together meet the Qualification requirement of Average Annual Turnover.

- 16.1.3 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 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 the tender document.

16.2.3 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.

16.2.4 The lowest priced bidder i.e. L-1 shall be chosen based on the amount quoted by the Bidders in BoQ of Section V.

16.2.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded as compared to the estimate of the items of work to be performed under the Contract, the Bidder shall be asked to produce detailed price analysis for any or all items of the BoQ, to demonstrate the internal consistency of those prices with the construction methods and operating methodology proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, price may be negotiated with the lowest Bidder to remove the imbalance, make an appropriate adjustment on sound technical and/or financial ground for any quantifiable, acceptable aspects and thereby bring the prices to justified level sufficient to protect the Employer's interest, before taking a decision on the bid.

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 For a JV / Consortium, the Contractor will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the General Conditions of Contract in Section VII including submission of Performance Bank Guarantee, within 20 days of issuance of the LoA.

In the case of Single Entity, the Contractor will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the General Conditions of Contract in Section VII including submission of Performance Bank Guarantee, within 10 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.

18. Ownership of Document and Copyright 18.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the ToR.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the works, shall be and remain property of the Employer.

19. Indemnity 19.1 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection

herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

20. Fraud and Corrupt Practices

- 20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this tender document, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the Performance Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, in regard to the tender, including consideration and evaluation of such Bidder's Proposal.
- 20.2 Without prejudice to the rights & remedies which the Employer may have under the LoA or the Agreement, if a Bidder or Contractor is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or tender for works issued by the Employer during a period of two (2) years from the date such Bidder or Contractor, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

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	Providing Fresh Drinking Water facilities at Hemnagar Land Customs by Drilling Deep Borewell and Supplying & Installing alongwith all other electrical allied components during 2021-22.
ITB 2.3	Date & time for submission of Bid	Bid submission start Date & Time: 21.01.2022, Time : 1300 Hrs (IST) Bid closing/Document Download End Date & Time: 27.01.2022 , Time : 1500 Hrs (IST) Submission : online submission Address : Director, Inland Waterways Authority of India (IWAI), P-78, Garden Reach Road, Kolkata - 700043
-	Estimated cost of this work	Rs.16,95,122.00 /-
ITB 6.1	EMD	Rs. 0.00/- (Bidder to submit Declaration provided in Section –IX at Annex-VI)
ITB 6.2	Tender Fee	INR 5,900/- (Rupees Five Thousand Nine Hundred only) including GST. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the tender fee / cost of tender document, on submission of documents to the extent as per the Government of India notifications. Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS / NEFT in the following account: (a) Name of Bank Account : IWAI Fund (b) Bank Name and Address : State Bank of India, Garden reach Branch, Kolkata (c) Bank Account number : 31661496517 (d) IFSC : SBIN0001402 (e) MICR Code : 700002126 (f) GST No. of IWAI : 19AAATI7021F1ZV

Reference	Particulars	Description
ITB 6.3	Minimum Bank Solvency	40% of the estimated cost of this work
ITB 6.7	Bid Validity Period	120 days after last date of Bid Submission
ITB 3.2 & ITB 16.1.1	Similar Works	Civil works/plumbing work or sanitary installation or borewell or lowering of submersible pump alongwith electrical installment or supply & installation of electrical goods or other civil/electrical repair & renovation work
ITB 6.9	JV / Consortium	Yes
ITB 10.1	Authorised Representative	Name: Director Email Id: dirkol.iwai@nic.in
ITB 10.3	Contract Duration	45 days from the date of issue of LoA followed by Defects Liability period of 6 months
ITB 15.3	Bid Opening date	Date : 28.01.2022 Time : 1530 hrs
ITB 17.3	Location of Assignment	Hemnagar LC Station, Sundarban Waterways
	Latitude & Longitude of the location of work	22° 12' 32.7885" 088° 59' 0.8603"
-	Make in India	As per policy of Govt. of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India, the provisions vide order no. P-45021/2/2017-PP (B.E-II) dated 29.05.2019 on the subject "Public Procurement (Preference to Make in India), Order 2017 – Revision" shall be fully applicable.
-	Performance Security	3% of the quoted amount in the form of irrevocable Bank Guarantee from nationalized / scheduled bank of India
-	Security Deposit	7% of the quoted amount in terms of the General Conditions of Contract
-	CLARIFICATION QUERIES BY BIDDERS (FORM 4N)	The details of clarification with respect to tender shall submitted in format provided at Page no.52 i.e FORM 4N on or before 25.01.2022 upto 15.30 hrs to IWAI, Kolkata office address as mentioned above.

Note: No clarification regarding this tender should be accepted by any bidders after 25.01.2022 at 15.30 hrs.

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
P-78, Garden Reach Road
Kolkata - 700043**

Sub: Providing Fresh Drinking Water facilities at Hemnagar Land Customs by Drilling Deep Borewell and Supplying & Installing alongwith all other electrical allied components during 2021-22.

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 Declaration provided in Section –IX at Annex-VI.) & Tender fee in the form of Demand draft/ RTGS / NEFT in favour of IWAI Fund payable Kolkata from Nationalised / Scheduled bank of India as per the details given therein:

S. No.	RTGS / NEFT		Total Tender fee (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	
1			

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 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 PBG/Security deposit, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said PBG/Security deposit absolutely otherwise the said PBG/Security deposit 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 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.

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"¹ have been defined in Section III: Bid Data Sheet

S. No.	Client Name ² , 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 ³ value of similar work satisfactorily completed					

Firm's Name :

Authorized Signature :

Notes:

1. 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.
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>)

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

² 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.

³ 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.

-
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, 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)

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

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:.....

(Signature of the Statutory Auditor Seal of the Firm)

Note:

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

FORM 4D: POWER OF ATTORNEY

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

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.son / daughter / wife and presently residing atwho is presently employed with / retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**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....., 20**

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:.....

Director
Inland Waterways Authority of India
P-78, Garden Reach Road
Kolkata - 700043

Sub: Declaration from the Bidder

Tender Reference No:.....

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.

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: POWER OF ATTORNEY FOR LEAD MEMBER OF JV / CONSORTIUM

(To be executed on non-judicial stamp paper of Rs. 100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued)

Whereas the Inland Waterways Authority of India (the "Authority") has invited Bids from interested parties for the ".....(insert name of the assignment) **(hereinafter referred to as "The Work")**"

and

Whereas,.....,and.....(collectively the "JV / Consortium") being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV / Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at, M/s. having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the JV / Consortium, as the Lead Member and true and lawful attorney of the JV / Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's Bid for the **"The Work"**.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the JV/Consortium)

Notes:

- *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 executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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 Apostil certificate.*

FORM 4H: JOINT BIDDING AGREEMENT

***(To be executed on non-judicial stamp paper of appropriate value in accordance
with relevant Stamp Act and duly notarised)***

THIS JOINT BIDDING AGREEMENT in favour of(insert name of the JV / Consortium) is
entered into on this the day of 20..

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered
office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to
the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered
office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant
to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered
office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to
the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the
"Parties" and each is individually referred to as a **"Party"**

WHEREAS,

- (A) Inland Waterways Authority of India (the **"Authority"**), has invited Bids (the **"Bids"**) by its Request for
Bid dated (the **"Tender Document"** for(insert
name of the assignment)" (the **"Work"**)
- (B) The Parties have read and understood the Tender Document and are interested in jointly bidding for
the Project as members of a JV / Consortium and in accordance with the terms and conditions of the
Tender document and other Tender documents in respect of the Project, and
- (C) It is a necessary condition under the Tender document that the members of the JV / Consortium shall
enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the
meaning ascribed thereto under the Tender document.

2. **JV / Consortium**

- 2.1 The Parties do hereby irrevocably constitute a JV / Consortium for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV / Consortium and not individually and/ or through any other JV / Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. **Covenants**

The Parties hereby undertake that in the event the JV / Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a wholly owned company under the provisions of Indian Companies Act, 2013, in whose subscribed and paid up capital, the selected Bidder i.e. the parties herein shall collectively hold 100% equity for a duration of three months beyond the contract period.

4. **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member of the JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the Bidding Process and until the signing of the contract for **“the Work”** when all the obligations shall become effective;
- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for **“the Work”**.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the Tender Document and such other Agreements / Contracts / Work Orders as may be executed from time to time between the Authority and the JV / Consortium.

5. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document for **“the Work”**, till such time as prescribed therein.

6. **Shareholding**

- 6.1 The Lead Member of such selected Bidder (JV / Consortium) shall at all time during the contract period hold equity equivalent to% (as per clause 6.9.2 of ITB) of the subscribed and paid up capital incorporated by the parties to work as the Contractor. Further, other consortium members whose technical / financial eligibility shall have been used for the purpose of qualification under this Tender document shall hold% (as per clause 6.9.3 of ITB) equity respectively, in the subscribed and paid up capital during the contract period; Provided however that the Authority may in its sole and absolute discretion permit a JV / Consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Contractor.

- (a) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for **“the Work”**.

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to the Bid, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and
- (e) Such Party has read and understood the Tender Document and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**the Work**” is achieved under and in accordance with the tender for “**the Work**” in case the Project is awarded to the JV / Consortium. However, in case the JV / Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

10. Proposed distribution of Responsibilities

All the parties of this Agreement hereby agree for the following shareholding percentage and technical & financial responsibilities towards fulfilling the objectives of this tender document and the work in spirit.

S. No.	Name of Member of JV	Percentage Share	Technical Responsibility	Financial Responsibility	Remarks
(i)	Lead Partner (Name & Address of Member – 1)				
(ii)	Member 2 (Name & Address of Member – 2)				
(iii)	Member 3 (Name & Address of Member – 3)				

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of the LEAD MEMBER

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement 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.*
- *This Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV / Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

For and on behalf of SECOND PART

For and on behalf of THIRD PART

FORM 4I: LIST OF ONGOING ASSIGNMENTS
(To be submitted on the letter head of the Bidder)

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work	Total Value of contract	Value of the work completed till last date of the previous month from the Bid Submission Date	Outstanding / Balance Value of the work till last date of the previous month from the Bid Submission Date	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion

Yours Faithfully

(Signature of the authorized representative)

FORM 4J: AVAILABILITY OF ROAD, EARTH WORKS CONSTRUCTION EQUIPMENTS, MACHINERIES
(To be submitted on the letter head of the Bidder)

Sr. no	Name of the equipment	Detailed Particulars	Quantity

Yours Faithfully

(Signature & Seal of authorized representative)

FORM 4K: FORMAT FOR CLARIFICATION QUERIES BY BIDDERS
(To be submitted on the letter head of the Bidder)

Sl. No.	Tender Doc. Reference	Query

SECTION – V: FINANCIAL BIDS STANDARD FORMS

FORM FIN – 1: SUMMARY OF COSTS –Item Rate BOQ
(All amount in INR)
(To be quoted Online)

Bill of Quantity for Providing Fresh Drinking Water facilities at Hemanagar Land Customs by Drilling Deep Borewell and Supplying & Installing alongwith all other electrical allied components during 2021-22.					
Sl. no.	Description	Unit	Quantity	Rate (In Rs)	Amount (In Rs)
1	Supplying, fitting & fixing 230m deep borewell				
1.01	Geophysical investigation of site for sinking of borewell for supply of drinking water to the habitat all complete as per specification and direction of EIC (Atleast 3 minimum location)	job	1.00		
1.02	Providing 250-300mm dia of borewell by clear using super fast hydraulic rig of capacity 250 PSIG and above 900 CFM & above in all strata all complete as per specification and direction of EIC				
1.03	0m to 30m	R-m	30.00		
1.04	31m to 60m	R-m	30.00		
1.05	61m to 100m	R-m	40.00		
1.06	101m to 130m	R-m	30.00		
1.07	131m to 160m	R-m	30.00		
1.08	161m to 200m	R-m	40.00		
1.09	201m to 230m	R-m	30.00		
1.10	Developing, Clearing & giving yield test for the bore well by required size of compressor & pump running for 12 hours or till no sand comes off with the pumped water with necessary pipes lowering & removing pipes in well etc., with all equipments required to carry out the test etc., all complete as per specification and direction of EIC	job	1.00		
1.11	Conducting & Carrying out vertically test as per I.S.S all complete as per specification and direction of EIC	nos	1.00		
1.12	Supplying, fitting and fixing ISI mark 250mm dia PVC casing pipe of wall thickness 6mm or above all complete as per specification and direction of EIC	R-m	200.00		
1.13	LABOUR for carry out slotted holes as stainer pipe as directed by engineer in charge	R-m	200.00		

1.14	Providing & laying cement sealing work for the drilled bore-well hole to stop entry of upward salty water including clay packing as required in proper manner or suggested by EIC or its representative to required depth at site all complete as per specification and direction of EIC	job	1.00		
1.15	Supplying and laying of approved quality washed graded gravel of size 3 mm to 6 mm including packing the same in angular space between casing pipe and bore hole. Before packing, the gravel shall be screened and all undersized and oversized particles shall be removed. The gravel shall be free from all impurities and foreign materials	R-m	50.00		
1.16	Providing & Fixing top cap for 250mm.dia. pipe clamps, socket & other accessories required for completing the job as directed by E.I.C	nos	1.00		
1.17	Supplying and Lowering the Kalama or KSB Kalama/ Jyoti / Kirloskar / Amrut /Crompton or other equivalent make submersible pump of 3 HP in bore well make submersible pump of 3 HP in bore well etc., completed as directed including ISI approved MEI type water immersed auto transformer starter commissioning and testing to required delivery head	nos	1.00		
1.18	Providing & Joining 10 mm flat cable flat copper cables sufficient for 3 HP pump set etc., complete as directed by E.I.C	R-m	200.00		
1.19	Providing & Fixing panel Board with a main fuse connection, Ampere meter, Voltmeter , 3 phase switch single phase preventer cum water level guard and male and female type socket 3 phase indicator lamps and toggle switch etc., including all wiring / earthing complete as directed by E.I.C	job	1.00		
1.20	Providing and laying U-PVC-100 mm dia. Heavy class submersible column pipe – “Ashirwad” or it’s equivalent ISI make of 10 feet length each including cast iron top and bottom adopter, rubber gasket ring making required threading, closing clamping, lowering etc., complete as directed.	R-m	100.00		
1.21	Providing and laying U-PVC-50 mm dia. Heavy class submersible column pipe – “Ashirwad” or it’s equivalent ISI make of 10 feet length each including cast iron top and bottom adopter, rubber gasket ring making required threading, closing clamping, lowering etc., complete as directed	R-m	100.00		

1.22	Supplying, fitting and fixing adaptor, reducer and other miscellaneous fitting as required and as per direction of E.I.C	job	1.00		
1.23	Supplying, fitting and fixing 2000ltr. 4 layer PVC water tank of approved brand all complete as per specification and direction of EIC	nos	2.00		
1.24	Supplying, fitting and fixing 50mm PVC pipe for connection water supply all complete including its GI fittings such as union, tee, elbow, reducer all complete at different point as per specification and direction of EIC	R-m	50.00		
2	Supplying, fitting and fixing of electrical items				
2.01	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required	point	22.00		
2.02	Wiring for circuit/ sub main wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required.	metre			
2.03	1.5mm		20.00		
2.04	2mm		20.00		
2.05	4mm		30.00		
2.06	6mm		25.00		
2.07	Supplying and fixing following piano type switch/ socket on the existing switch box/ cover including connections etc. as required	nos			
2.08	32A		6.00		
2.09	16A		20.00		
2.10	5A		40.00		
2.11	Supplying, fitting and fixing Gyser of 10 ltr capacity of approved brand including installation component such as inlet outlet valve connection pipe etc. as per specification and direction of EIC	nos	2.00		
2.12	Supplying, fitting and fixing Chimney of approved brand including installation component such as duct pipe, pvc u-band & electric switch and board etc. as per specification and direction of EIC	nos	2.00		

2.13	Supplying, fitting and fixing 1.5 tonne split AC of approved brand all complete as per specification and direction of EIC	nos	1.00		
2.14	Supplying, fitting and fixing 5KVA voltage stabilizer of copper coil binding of approved brand all complete	nos	3.00		
2.15	Supplying, fitting and fixing 32A electrical switch installed on board of approved brand all complete as per specification and direction of EIC	nos	1.00		
2.16	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required all complete as per specification and direction of EIC	R-m	30.00		
2.17	Supply, Installation, Testing and Commissioning of 1200 mm sweep, BEE 5 star rated, ceiling fan with Brush Less Direct Current (BLDC) Motor, class of insulation: B, 3 nos. blades, 30 cm long down rod, 2 nos. canopies, shackle kit, safety rope, copper winding, Power Factor not less than 0.9, Service Value (CMM/W) minimum 6.85, Air delivery minimum 215 CMM, 350 RPM (tolerance as per IS : 374-2019), THD less than 10%, remote or electronic regulator unit for speed control and all remaining accessories including safety pin, nut bolts, washers, temperature rise=75 degree C (max.), insulation resistance more than 2 mega ohm, suitable for 230 V, 50 Hz, single phase AC Supply, earthing etc. complete as required. along its all component i.e regulator, PVC board, Switches, Ceiling rose, PVC pipe for laying wires for connection at each points all complete as per specification and direction of EIC	nos	15.00		
2.18	Supplying, fitting and fixing 250mm exhaust fan of approved brand including ceiling rose, wires, switches, board & casing pipes for connecting electricity at required points etc of approved brand all complete as per specification and direction of EIC	nos	3.00		
2.19	Supplying, fitting and fixing 15L capacity water purifier of approved brand including wires, switches, board & casing pipes etc of approved brand all complete as per specification and direction of EIC	nos	1.00		
2.20	Supplying, fitting and fixing Iron filter guard for water purifier all complete as per specification and direction of EIC	nos	6.00		
2.21	Supply, fitting and fixing Brass bib cock including all its GI fittings all complete as per specification and direction of EIC	nos	10.00		

2.22	Supplying, fitting and fixing 50mm dia cistern pipe alongwith its fittings all complete as per specification and direction of EIC	nos	5.00		
2.23	Supplying, fitting and fixing steeliness steel hand shower of approved brand including its fitting all complete as per specification and direction of EIC	nos	10.00		
2.24	Supplying, fitting and fixing steeliness steel shower of approved brand including its fitting all complete as per specification and direction of EIC	nos	5.00		
2.25	Supplying, fitting and fixing wash basin including its fittings of approved brand i.e supply pipe wash, basin tap, etc. all complete as per specification and direction EIC	nos	2.00		
2.26	Supplying, fitting and fixing 3/4" PVC pipe for water connection alongwith tee, L-band, adhesive for sealing the joints all complete at various point of Customs, Immigration, Police & IWA office at Hemnagar LCS station as per specification and direction of EIC.	R-M	50.00		
2.27	Supplying, fitting and fixing 2 in 1 metal tap of approved brand for outlet of hot and cold water all complete as per specification and direction of EIC	nos	2.00		
2.28	Supplying, fitting and fixing steeliness steel sink alongwith its installation i.e drilling the supporting angle through the wall and packing the same after installation with white cement or any adhesive materials for kitchen alongwith its fitting all complete as per specification and direction of EIC	nos	2.00		
2.29	Supplying, fitting and fixing 50W LED Halogen street light including its all fitting i.e XLPE cable, Switches, MCB, etc all complete as per specification and direction of EIC	nos	1.00		
Total:					

Note: During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.

Authorized Signatory

Name :
Designation :
Name of Firm :
Address :

SECTION –VI: TERMS OF REFERENCE (ToR)

DETAILED SCOPE OF WORKS & TECHNICAL SPECIFICATIONS

1. (a) **Scope of Work**

IWAI has established an Integrated Office Consisting of Land Custom Station, Immigration & IWAI at ground floor, Hemnagar, Hingalganj block, North-24 Parganas Zila Parisad. The official posted at Hemnagar(LCS) are facing problems to due to non-availability of fresh drinking water. To overcome of this situation, the following works are proposed to be undertaken through this e-tendering for smooth functioning of day to day work related to Protocol Inland Water Transit & Trade between India & Bangladesh.

1. Geophysical investigation of site for providing borewell for supply of drinking water to the habitat all complete as per specification and direction of EIC (Atleast 3 minimum location).
2. Seal the unselected borewell's for Geophysical investigation properly to prevent migration of surface water into the intake aquifer.
3. Materials like casing pipes, screens, pea-gravel should be passed as per IS specification and 100% checking of the same shall be carried out by EIC/or his representative.
4. Providing of 250-300mm dia borewell.
5. Developing, Clearing & giving yield test
6. Conducting & Carrying out vertically test as per I.S.I
7. All laboratory tests shall be conducted through the approved laboratory by using approved apparatus complying with the requirements and specification and same is to be submitted to IWAI, Kolkata before execution of work.
8. Supplying, fitting and fixing ISI mark 250mm dia PVC casing pipe of wall thickness 6mm or above.
9. Providing & laying cement sealing work for the drilled bore-well hole.
10. Supplying and laying of approved quality washed graded gravel of size 3 mm to 6 mm including packing the same in angular space between casing pipe and bore hole.
11. Providing & Fixing top cap for 250mm.dia. pipe clamps, socket & other accessories.
12. Supplying and Lowering the Kalama or KSB Kalama/ Jyoti / Kirloskar / Amrut /Crompton or other equivalent make submersible pump of 3 HP in bore well.
13. Providing & Joining 10 mm flat cable flat copper cables sufficient for 3 HP pump.
14. Providing & Fixing panel Board with a main fuse connection, Ampere meter, Voltmeter , 3 phase switch single phase preventer cum water level guard and male and female type socket 3 phase indicator lamps and toggle switch.
15. Providing and laying U-PVC-100 mm & 50 mm dia. Heavy class submersible column pipe – “Ashirwad” or it's equivalent ISI approved
16. Supplying, fitting and fixing adaptor, reducer and other miscellaneous fitting as required.
17. Supplying, fitting and fixing 2000ltr. 4 layer PVC water tank of approved brand.
18. Supplying, fitting and fixing 50mm/35mm/25mm PVC pipe for connection water supply all complete including its GI fittings such as union, tee, elbow, reducer.
19. Pumping test is to be done jointly with EIC or his representative. In case of any issue related to pumping of water or quality of water, the borewell shall be re-commissioned.
20. Wiring for light point/ fan point/ exhaust fan point/ call bell point
21. Wiring for circuit/ submain wiring alongwith earth wire as mentioned in boq of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required.

22. Supplying and fixing following piano type switch/ socket on the existing switch box/ cover including connections etc as mentioned in boq.
23. Supplying, fitting and fixing Gyser of 35 ltr capacity of approved brand
24. Supplying, fitting and fixing Chimney of approved brand including installation component such as duct pipe, pvc u-band & electric switch and board etc
25. Supplying, fitting and fixing 1.5 tonne split AC of approved brand.
26. Supply, Installation, Testing and Commissioning of 1200 mm sweep, BEE 5 star rated, ceiling fan.
27. Supplying, fitting and fixing 250mm exhaust fan of approved brand including ceiling rose, wires, switches, board & casing pipes for connecting electricity at required points etc.
28. Supplying, fitting and fixing 25L capacity water purifier of approved brand including wires, switches, board & casing pipes etc
29. Supplying, fitting and fixing Iron filter guard for water purifier all complete.
30. Supply, fitting and fixing Brass bib cock including all its GI fittings.
31. Supplying, fitting and fixing 50mm dia cistern pipe.
32. Supplying, fitting and fixing stainless steel hand shower
33. Supplying, fitting and fixing wash basin including its fittings of approved brand i.e supply pipe wash, basin tap, etc
34. Supplying, fitting and fixing 3/4" PVC pipe for water connection alongwith tee, L-band, adhesive for sealing the joints all complete at various point
35. Supplying, fitting and fixing 2 in 1 metal tap of approved brand for outlet of hot and cold water
36. Supplying, fitting and fixing stainless steel sink alongwith its installation
37. Supplying, fitting and fixing 50W LED Halogen street light including its all fitting i.e XLPE cable, Switches, MCB,v etc

2. REPLACEMENT OF DEFECTIVE WORK, MATERIAL & FITTINGS

All materials used in carrying out his contract shall conform to the concerned standards and shall be to the entire satisfaction of the Engineer-in-Charge or his representative. Any portion or portions of the materials, machinery or any of the works done under his contract which may be considered by the E.I.C or his representative to be defective or unsatisfactory or not in accordance with the specifications and plants and the requirements of the above given detail for cited work.

3. CONTRACTOR'S RESPONSIBILITY DURING THE REPAIR :

The above mentioned work shall be attended as required and the contractor shall pay & discharge all costs and liabilities thereof and connected therewith and shall continue to be responsible for the safety of each & every items until E.I.C or his representative takes delivery of the area. If any loss (whether total or otherwise) shall be sustained or incurred by the contractor/other bodies by any means or from any cause during the repairs/overhauling the contractor shall at his own expense make good such loss to the entire satisfaction of the Engineer-in-Charge.

4. All measurements shall be done as per the standard code of practice per directed by Engineer-in-Charge or his representative.
5. The contractor has to arrange for himself
 - a. The site of repair/overhaul
 - b. Power Supply
 - c. Water & other requirements at his own cost to carry out the work.
 - d. Safety & Security of item supplied till handing over the site to EIC or his representative.

6.Duration of Work: The all assigned work to be completed in all respect within 45 days from the date of issue of work order.

7.Location of Assignment: Hemnagar LC Station, Sundarban Waterways

8.Latitude & Longitude of the location of work: 22° 12' 32.7885"
088° 59' 0.8603"

SECTION - VII: GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (viii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- (ix) **Chief Engineer:** means the Chief Engineer of the Authority.
- (x) **Director** means the Director of the Authority, as the case may be.
- (xi) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (xii) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (xiii) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (xiv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xv) **Day :** means a calendar day beginning and ending at mid-night.
- (xvi) **Week :** means seven consecutive calendar days
- (xvii) **Month :** means the one Calendar month.
- (xviii) **Site** means the waterway and / or other places through which the works are to be executed.
- (xix) **Vessel :** means the vessel/craft belonging to the Contractor for carrying out the work.
- (xx) **Drawings :** means the drawings referred to in the specifications and / or appended with the tender document, any modifications of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual execution of the work time to time by the Engineer-in-Charge.
- (xxi) **Urgent Works:** means any urgent nature which in the opinion of the Engineer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the vessel structure, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Engineer-in-Charge may deem expedient.

- (xxii) **Work/ works:** means work / works to be executed in accordance with the contract.
- (xxiii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xxiv) District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xxv) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2: INTERPRETATIONS

- 2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

CLAUSE – 3: PERFORMANCE GUARANTEE

- 3.1 The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order.
- 3.2 Performance guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion gets enlarged, the contractor shall get the validity of the performance guarantee extended to cover such enlarged time of the work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- 3.3 In the event of contract being determined under the provision of any of the clauses/conditions of agreement, the performance guarantee shall be forfeited in full and shall be absolutely at the disposal of the authority.

CLAUSE – 4: SECURITY DEPOSIT

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

- or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 4.6 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

CLAUSE – 5: SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.

CLAUSE – 6: CONTRACT DOCUMENTS

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

CLAUSE – 7: 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.

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

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

CLAUSE – 9: ASSIGNMENT AND SUB-LETTING

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

CLAUSE – 10: FACILITIES TO OTHER CONTRACTORS

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

CLAUSE – 11: CHANGE IN THE CONSTITUTION OF THE FIRM TO BE INTIMATED

Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor

enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 36 hereof and the same action will be taken and the same consequences shall ensue as provided for in the said clause-36.

CLAUSE – 12: COMMENCEMENT OF WORK

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

CLAUSE – 13: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION DRAWINGS 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
- (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 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.

13.4 All instructions and orders in respect of the work shall be given by the Engineer-in-Charge in writing. However, any verbal instructions or order shall be confirmed by the Engineer-in-Charge as soon as practicable without loss of time and only such written instruction shall be deemed to be valid.

CLAUSE – 14: SETTING OUT THE WORKS

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

CLAUSE – 15: URGENT WORKS

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.

CLAUSE – 16: DEVIATIONS, VARIATIONS, EXTENT AND PRICING

- 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) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 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.

CLAUSE - 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.

CLAUSE - 18: INSTRUCTIONS AND NOTICE

- 18.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- 18.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 18.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.
- 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" 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). The pro-forma for Site Order Book to be maintained at site is given in Annexure – IV.
- 18.5 The "Hindrance Register" shall be maintained at the site of work, where any hindrance which comes to the notice of the representative of the Engineer-in-Charge shall be recorded and immediately a report will be made to the Engineer-in-Charge within a week. The Engineer-in-Charge shall review the Hindrance Register at least once in a month. The pro-forma on which the Hindrance Register shall be maintained is given in Annexure-V.

CLAUSE -19: PLANT AND EQUIPMENT

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

CLAUSE – 20: PATENT RIGHTS

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

CLAUSE – 21: MATERIALS

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

CLAUSE - 22: LAWS GOVERNING THE CONTRACT

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

CLAUSE - 23: WATCH & WARD AND LIGHTING

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

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

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

CLAUSE - 25: LABOUR

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

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

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

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

CLAUSE – 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, hostilation, 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.
- 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.

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

- 28.1 If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any item belonging to IWAI or to any person during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make good the same at his cost.
- 28.2 If it appears to the Engineer-in-Charge or his representative at any time during the progress of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective design or defective/ improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.

28.3 All damages caused by accidents or carelessness of the contractor or any of his employees or any property belonging to the Authority is wasted or is misused by the contractor or any of his employees shall be to the account of the contractor, who shall make good the loss.

CLAUSE – 29: CONTRACTOR'S LIABILITY AND INSURANCE

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.

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.

CLAUSE – 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

CLAUSE – 31: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge (with the prior approval of competent authority mentioned in scheduled '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.

CLAUSE – 32: TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its 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.

CLAUSE– 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 7 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 7 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 per as 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 contractors' 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 to 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.

CLAUSE - 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. However, in case of the contracts having tendered value upto Rs. 500 lakhs, if the total extension involved due to delay is upto 1/3rd of the stipulated period of completion then the Engineer-in-Charge shall decide the extension and convey the same to the contractor. 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 and 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 endeavors 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 than 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 are quest 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.

CLAUSE – 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.

CLAUSE – 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 unworkmanlike 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-bonafide 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 a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - (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 to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE – 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 by their vessels. 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.

CLAUSE – 38: COMPLETION CERTIFICATE AND COMPLETION PLANS

- 38.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and with in 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.

38.2.1 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, fulfill 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.

38.2.2 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.

CLAUSE - 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 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.

CLAUSE – 40: PAYMENT ON ACCOUNT

- 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 work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded in the measurement book(s).
- 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 therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 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.
- 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 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 41: TAXES, DUTIES AND LEVIES ETC.

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

CLAUSE-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.

CLAUSE – 43: PAYMENT OF FINAL BILL

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

CLAUSE - 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.

CLAUSE – 45: FINALITY CLAUSE

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 out of the work the decision of the Engineer-in-Charge which shall be given in writing shall be final and binding on the contractor.

CLAUSE – 46: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED IS REASONABLE WITHOUT PREFERENCE TO ACTUAL LOSS

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.

CLAUSE - 47: SETTLEMENT OF DISPUTES & ARBITRATION.

- 47.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing

whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days of the receipt of decision from the Engineer-in-Charge request the Chief Engineer in writing through the Engineer-in-Charge for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions of the decision within a period of one month from the receipt of the contractor's letter. However, this will not be reason for the stoppage of work.
- (ii) If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Chairman, IWAI who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman, IWAI shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is still dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman, IWAI for appointment of arbitrator on prescribed proforma as per Appendix V, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

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

47.5 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.

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

47.7 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights

and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

- 47.8 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 1,00,000/- and above.
- 47.9 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 47.10 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.
- 47.11 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Noida/ New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

NOTE: In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply:
"Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M No. 3/5/93-PMA dt.30.06.93 or any modifications / amendments thereof. "The arbitrator shall have the power to enlarge the term to publish the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

CLAUSE - 48 : CLAIMS

- 48.1 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.

CLAUSE 49 : INTEREST

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

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. General

- 1.1. SCC shall be read in conjunction with the GCC, specification, ToR, Drawings and any other documents forming part of this contract wherever the context so requires.
- 1.2. Notwithstanding the sub-division of the documents in to these separate section and volume, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and as a part of the Contract.
- 1.3. Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions, the provisions of the SCC shall be deemed to over-ride the provisions of the GCC.
- 1.4. Where it is mentioned in the Specification, that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost.
- 1.5. The materials and workmanship shall satisfy the relevant standards as stipulated under the Contract Agreement, the specification conditioned herein and codes referred to. Where the specifications stipulate requirement in addition to those contained in the Standard codes and specifications, these additional requirements shall also be satisfied by the Contractor.

2. The Site

2.1 General Site Information

The Contractor shall visit the site and satisfy themselves on the actual site conditions, meteorological and other data, before tendering. Whatever information and other relevant data given in the tender document are only intended as a general guidance for the Contractor and no warranty is given for the correctness of the same.

2.2 Condition of Site

The Contractor, before carrying out any work, shall inspect the Site in conjunction with the EIC to establish its general condition which shall be agreed and recorded in writing, and where, in the opinion of the EIC or his representative it is deemed necessary, by means of photography.

The boundary of the land earmarked for the execution of the Works shall be defined by the Engineer's Representative and the Contractor shall provide, erect and maintain from commencement to final completion of all work and all reinstatement substantial galvanized pipes or similar approved markers indicating the boundary of the working area at regular intervals as the Engineer's Representative may require. In the event of any such boundary marker / post being disturbed or displaced as a result of the Contractor's operations or theft, the Contractor shall forthwith at his own expense replace the same and maintain the boundary properly.

3. Order of Works

The order in which the works are to be carried out by the Contractor shall be to the approval of Employer and shall be such as to suit the detailed method of construction, adopted by the Contractor as well as the Work Plan / Overall Schedule approved by the Employer. The works shall

be carried out in such a manner so as to enable the other Contractors to work concurrently so that the entire project may be brought into use immediately after the completion of works.

4. General Conditions of Construction and Erection Work

4.1 The work shall be permitted on the site round the clock.

4.2 The contractor must arrange for the placement of workers in such a way that the delayed completion of the works of any part thereof for any reason whatsoever will not affect their proper employment. The Employer will not entertain any claim for over time / idle time payment etc. whatsoever.

4.3 The Contractor shall submit to Employer / EIC reports at regular intervals regarding the state and progress of work. The details and proforma of the report will be mutually agreed after the award of Contract.

5. Surveys and Levels

5.1 Before the works of any part thereof begin, the Contractor shall survey and take levels of the site of the works both above and below water level / Chart Datum level, and agree all particulars on which the measurements of the works are to be based. Such particulars shall be recorded and after agreement; the drawings shall be signed by the Employer / Engineer-In-Charge and the Contractor.

5.2 Failing such surveys and agreements being prepared and / or signed by the Contractor, the survey carried out by the EIC shall be final and binding on the Contractor.

6. Setting out the Works

6.1 The Employer shall furnish the relevant existing grid points with Bench Mark with reference to permanent bench marks. It shall be Contractor's responsibility to set out the necessary central points on land and to set out alignment. The Contractor shall have in his employees, an efficient survey team for this purpose and the accuracy of such setting out works shall be Contractor's sole responsibility.

6.2 Before beginning the work the Contractor shall work out the control points on ground which, are pre requisite for carrying out hydrographic surveys, accurately, with suitable markers as approved by Employer. All these points and markings shall be checked and approved by Employer's Representative before starting the work.

6.3 The Contractor shall also provide necessary equipment, labour and other facilities for proper checking and inspection of the fabrication, welding, painting and any other such activity forming part of the total scope of the work at no cost to the Employer.

6.4 The Contractor shall give Employer not less than 24 hours' notice in writing of his intention to inspect for any part of the works so that arrangements may be made for checking the work.

6.5 The Contractor shall at his own expense provide all assistance which Employer or his representative may require for checking and inspection.

7. Conditions for work

- 7.1 The decision of EIC to accept the work done with or without the LD shall be final and binding.
- 7.2 No idle time charges will be paid to the Contractor on any account.
- 7.3 The Employer / EIC or his representative will inspect, co-ordinate, measure and certify the work. He has the right to inspect at any time during the contract period for which contractor's authorized representative shall be available at site during such inspection.
- 7.4 The Contractor may execute the work round the clock and on all days including Sundays and Public Holidays except National Holidays subject to such restriction as may be imposed by State Government / local body or EIC.
- 7.5 If the Contractor's personnel or any outside labour employed to work during execution of Contract, breaks or damages / destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground during the period of agreement, the same shall be made good by the Contractor at his own expenses or in default, the Employer may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time thereafter may become due to the contractor.
- 7.6 The rate quoted shall include all taxes, duties and any other levies. No additional payment on any such account shall be payable by the Employer. However, the GST shall be paid as per existing rules and regulations at the time of payment.
- 7.7 The right to award / split up work or to reject the offer without assigning any reason is reserved with the Authority.
- 7.8 If the work is stopped continuously for more than 3 days due to law and order, the Contractor has to report to EIC the same and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit.
- 7.9 Any charge incurred for adopting environmental safe guards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the Contractor. No additional charges on any account shall be payable by IWAI.

8. Standard and Standard Products

8.1 Standards

Save in so far otherwise specified in the Contract the relevant provisions of the appropriate Bureau of Indian Standards shall apply for all materials and workmanship. Where relevant BIS standards do not exist, the latest version of the relevant standards in vogue shall be applied. Where both above Standards may not be available, the following Standards shall also be referred to and adopted.

-BS : British Standard Specification

-CP : British Standard Code of Practice

-ASTM : Standard of American Society for Testing Materials.

8.2 **Standard Products**

If mention is made in the Contract of named products of individual manufacturers, this is an indication of the standard type and workmanship of goods, which are satisfactory to the EIC. The Contractor may substitute similar products of at least equal quality and suitability, subject to the approval of the EIC.

Proposals by the Contractor for the supply of manufactured products shall be accompanied by certification that the manufacturer's products are approved by the relevant standards authority.

9. **Security and Safety**

9.1 The Contractor shall comply with all regulations imposed by the Central / State / Local Authorities and Employer in respect of the passage of Plant, Vehicles, materials and personnel through waterways.

9.2 The Contractor shall take all possible precautions to prevent out breaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous or hazardous goods. The Contractor shall comply with all rules, regulations and orders of any Statutory Authority and of Employer at no extra cost to the Employer.

9.3 The Contractor shall obtain from the Employer details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.

9.4 If required, the Contractor shall take entry passes to the restricted areas for all personnel labourers and vehicle. No claim whatsoever on this account will be entertained.

10. **Health Safety and Environment, Risk & Hazard**

10.1 The Contractor shall prepare and submit to the Employer / EIC, the Health Safety and Environment (HSE) Plan in line with Employers HSE policy and Contractors company policy within 28 days of commencing of works for the approval of the Employer. The policy shall be followed during the life cycle of the project. The policy may be updated as and when required.

10.2 The Contractor shall prepare and submit the Risk & Hazard identification and mitigation plan within 28 days of commencing of works for approval of the Employer. The plan may be updated as and when required.

11. **Taxes, duties and levies etc.**

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

HOLD HARMLESS:

- i) The Contractor should indemnify and hold the Authority harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract.
- ii) The Contractor is acting in the capacity of an independent contractor with respect to the Authority.
- iii) The Contractor should protect, defend and indemnify the Owner from any claims by labourers or Sub Contractors for unpaid work or labour performed in connection with this Contractor.

B. CHANGE ORDERS:

- i) The Contractor should not make any changes in the schedule of work or the Specifications without written authorization by the Engineer in Charge and written concurrence by the Authority.

C. UNSATISFACTORY PERFORMANCE:

- i) In case of unsatisfactory performance/ progress / services by the Contractor, IWAI shall have the right to issue a show cause notice to the consultant requiring him to explain the reason thereof.
- ii) In case of continuation of such unsatisfactory performance / progress / services, IWAI reserves the right to rescind the Contract and get the balance work executed at the risk and cost of the Contractor.

D. WARRANTIES:

- i) The Contractor should warrant that this contract does not and shall not infringe any existing or subsequent patents, rights or licenses of any third party.
- ii) The Contractor should further warrant that the rights of the Authority under the present contract are not and shall not be infringed by any prior or subsequent contract, which may have been or may hereafter be entered into by the Contractor with any other party.

E. MISCELLANEOUS:

- i) The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.
- ii) Additional Performance Bank Guarantee or Security Deposit shall be submitted against unbalanced rate quotation. For Tender having financial quote +/- 10% of the estimated contract value, no additional security deposit/BG is required but for the tender having financial quote less than 10% of the estimated contract value, the contractor is liable to provide addition BG against unbalanced rate which would be communicated in LOA. The additional BG/Security Deposit shall be over and above the PBG/Security Deposit which shall be returned to the contractor after completion guarantee obligation period of the work. However non-furnishing of additional BG within the stipulated time of LOA shall be treated as defaulter and consequently, the tender shall cancelled & EMD submitted the contractor shall be forfeited.

SCHEDULES

SCHEDULE 'A'

:Salient Features of the work.

Name of Work

: Providing Fresh Drinking Water facilities at Hemnagar Land Customs by Drilling Deep Borewell and Supplying & Installing alongwith all other electrical allied components.

Estimated cost of work

:The work is estimated to cost Rs.16,95,122.00
This estimate, however, is given merely as a rough guide.

(a) Earnest Money

:**Rs. 0.00/-** Declaration for Deposit of Earnest Money shall be scanned and uploaded to the e-tendering web with in the period of Bid submission

(b) Performance Guarantee

: 3% of tendered value.

(c) Security Deposit

: 7% of tendered value.

SCHEDULE 'B' :

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

(i). Officer inviting tender: - Director

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

(iii). (a) Time allowed for submission of Performance Guarantee as per clause 4.4.1.1 of GCC from the date of issue of letter of acceptance:-

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

(iv) Percentage on Cost of Materials & Labour

to cover all overheads and profits:- :15%

(v) Standard Schedule of Rates

: Reference of DSR/ PWD, I&WD, Road & Bridges of Govt. of West Bengal /Market rate

(vi) Specifications to be followed:-

: As per recommendations of ToR

(vii) Deviation Limit as per delegation of powers:-

(a) Member/Chief Engineer/Hy. Chief/Secretary (upto 5% of the sanctioned estimate approved by the original sanctioning Authority).

(b) Vice-Chairman/ Chairman, IWAI, Noida (upto 10% in excess of the sanctioned estimate approved by the original sanctioning Authority).

(c) Chairman, IWAI, Noida (upto 20% in excess of the sanctioned estimate approved by the original sanctioning Authority).

(viii) Competent authority of grant extension of time as per delegation of powers:-

(d) Member (Technical)/Member (Traffic)/Secretary, IWAI (upto Rs 2 crores per project).

(e) Vice-Chairman/ Chairman, IWAI, Noida (upto Rs 10 crores per project).

(f) Chairman, IWAI, Noida (Full Powers).

(ix) Competent authority to levy liquidated damages for delay as per delegation of powers:-

Chairman, IWAI, Noida (Full Powers).

(x) Competent authority to determine the contract as per as per delegation of powers:-

Chairman, IWAI, Noida (Full Powers).

(xi) Milestones as per table given below: as per SECTION-VI, ToR, 7.2

(xii) Competent authority to reschedule the Milestones	Chairman, IWAI, Noida (Full Powers)
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(xiii) Competent authority for foreclosure of contract full or in part due to abandonment or reduction in scope of work	Chairman, IWAI, Noida (Full Powers)
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SECTION - IX: ANNEXES

ANNEX - I INTEGRITY AGREEMENT

(To be executed on non-judicial stamp paper of Rs. 100 and signed by the Bidder and the same is to signed by the Authorized Signatory on behalf of IWAI)

This Integrity Agreement is made at on thisday of 2020

BETWEEN

Chairman, Inland Waterways Authority of India represented through(insert name of authorised representative), Inland Waterways Authority of India, A - 13, Sector – 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 endeavour 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 Chairman
Inland waterways Authority of India
Ministry of Shipping, 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 “.....(*insert name of assignment*)”, 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 GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **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 2020

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 Rs. 100 and signed by the Bidder and the same is to
signed by the Authorized Signatory on behalf of IWAI)***

.....(*insert name of the assignment*)

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONTRACTOR FIRM

This Agreement made on this.....day of.....Two thousand Twenty 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 “.....(*insert name of the assignment*) (the “**Work**”)” as per the Work Order No.datedin 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) Minutes of Pre-bid Meeting
- (i) 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.

"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)

For and on behalf of
(Contractor)

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness – I

Witness – I

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

Stamp

Stamp

Witness – II

Witness – II

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

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: _____

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 IWA in case of any change in particulars given below and will not hold IWA responsible for any delay / default due to any technical reasons beyond IWA'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 IWA 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.

Date:
Name:_____

Authorized Signatory
Authorization No._____

Official Seal/Stamp

ANNEX-VI: Performa For Earnest Money Deposit (EMD) Declaration

(Declaration for Deposit of Earnest Money shall be scanned and uploaded to the e-tendering website within the period of Bid submission)

Whereas, I/We (Name of agency)have submitted bids for NIT No.: IWAI/KOL/8/Maia Terminal/2021-22 & Providing Fresh Drinking Water facilities at Hemnagar Land Customs by Drilling Deep Borewell and Supplying & Installing alongwith all other electrical allied components during 2021-22.

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of the tender (including extended validity of tender) specified in the tender documents.

or

- 2) If, after the award of work, I/We fail to sign the contract or to submit performance guarantee before the deadline defined in the tender documents.

I/We shall be suspended for one year and shall not be eligible to bid for Inland Waterways Authority of India (IWAI) tenders from the date of suspension order.

Contact details of the Contractor:

- (i) E-mail ID No. -
- (ii). Contact phone/mobile no. -
- (iii). Mailing address -

.....
Signature of the Contractor(s)

ANNEX-VII: WARRANTY FORM

M/s _____

_____ having its registered office at _____ (hereinafter referred to as the contractor) having carefully studied all the documents, specifications, designs, drawings etc pertaining to the contract for works required for the work of _____ and the local and site conditions and having under taken to execute the said works:

DO HEREBY WARRANT THAT:

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

Date:

For and on behalf of the Contractor.

Signature : _____

Name : _____

Stamp: _____

ANNEX-VIII: SAMPLE FORM FOR SITE ORDERS BOOK
Reference Clause No. 18.4

Name of work Date of commencement/ period for completion.....

Sl. No.	Date	Remarks of the Inspecting Officer or Contractor	Action taken and by whom	Remarks
1	2	3	4	5

ANNEX - IX: PROFORMA FOR HINDRANCE REGISTER
Reference Clause No. 18.5

Sl. No.	Nature of hindrance	Items of work that could not be due executed to this hindrance	Date of start of hindrance	Signature of Representative of Employer	Date of removal of hindrance	Over-lapping period, if any	Net hindrance in days	Weightage of this hindrance	Net effective days of hindrance	Remarks of Engineer-in-Charge
1	2	3	4	5	6	7	8	9	10	11

**ANNEX - X: Notice for appointment of Arbitrator
[Refer Clause 47]**

To,

The Chairman, IWAI

.....
.....

Dear Sir,

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

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

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

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

1. Statement of claims with amount of claims
- 2.
- 3.
- 4.

Yours faithfully

(Signatures)

Copy in duplicate to:

1. The Regional Director, IWAI

ANNEX-XI: LETTER OF ACCEPTANCE OF TENDER DOCUMENT
(To be submitted on the letter head of the Bidder)

To,
Director,
INLAND WATERWAYS AUTHORITY OF INDIA,
P-78, Garden Reach Road,
Kolkata-700043(W.B)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender/Work: -(insert name of the assignment)

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 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 minutes of the pre-bid meeting (if any) and / or 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 / minutes of the Pre-bid Meeting (if any) / 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)

Drawing : Drawing mentioned below is only for reference for proto type. All the works shall be carried out as per specification mention in BoQ & Direction of E.I.C or his representative.

