

Tender No. NMHC-02025/10/2024-PC(Computer-E.2218)

Date: 13.11.2024

इंडियन पोर्ट रेल एंड रोपवे कॉर्पोरेशन लिमिटेड
(पत्तन, पोत परिवहन एवं जलमार्ग मंत्रालय, भारत सरकार के अधीन संयुक्त उद्यम)
Indian Port Rail & Ropeway Corporation Ltd.
(A JV Company under Ministry of Port, Shipping & Waterways, Government of India)
CIN No: U60300DL2015PLC282703



**INVITATION OF BIDS
FOR ORGANIGING
INDIAN MARITIME HERITAGE CONCLAVE (IMHC)
AT YASHOBHOOMI, DWARKA, NEW DELHI ON 11-12 DEC 2024**

DISCLAIMER

This bid document for organizing “**Indian Maritime Heritage Conclave**” at Yashobhoomi, Dwarka, New Delhi on 11-12 December 2024 contains brief information on the scope of work, eligibility requirements and details of the selection process amongst others for the successful bidder.

- I. Intimation of discrepancies in the bid Document, if any, may be given, by the Bidders, to the office of IPRCL within 72 hrs from the time of publishing of bid. If IPRCL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the bid document.
- II. This bid document is not an agreement. The scope of work and other information as well as the right and obligations of the successful Bidder shall be set out in a separate agreement to be executed between IPRCL and the successful Bidder.
- III. IPRCL reserves the right to accept or reject any or all Bids without giving any reasons thereof.
- IV. IPRCL shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this bid Document.
- V. IPRCL shall not be responsible for any late receipt of bids for any reasons whatsoever. The bids received late will not be considered.
- VI. IPRCL may include any other item in the Scope of work at any time after consultation with bidders or otherwise.
- VII. The IPRCL reserves the right to relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the IPRCL without assigning any reasons thereof.

BID CONDITIONS AND DETAILS

Indian Port Rail & Ropeway Corporation Limited (IPRCL) invites bids for organizing “**Indian Maritime Heritage Conclave**” at Yashobhoomi, Dwarka, New Delhi on 11-12 December 2024.

EMD / Bid Security : Rs.8,00,000/-

Important Dates:

Last date of e-Bidding : as per GeM portal

e-Bid opening dates : as per GeM portal

e-Bidding website : www.gem.gov.in

Place of opening of Bids : o n l i n e

MSME: In case of exemption from payment of cost of tender document and bid security as a matter of Govt. Policy, the scan copy of document in support of exemption will have to be uploaded by the applicant during bid submission. In case the applicant is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhar Memorandum (UAM) number as registered on CPPP. The onus of proving that the applicant is exempted from payment of cost of tender document and /or bid security lies on the applicant. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by Authority as a valid bid. If later, it is discovered from the uploaded documents that applicant is not exempted from payment of cost of tender and /or bid security; his bid shall be treated as non- responsive

In case the date opening falls on a holiday, the bids shall be opened on next working day at the same time and it will be binding on the Tenderer / Bidders for acceptance.

1. INTRODUCTION

Indian Port Rail & Ropeway Corporation Limited, a Joint Venture Company under Ministry of Ports, Shipping & Waterways with 90% equity from 11 Major Ports and 10% equity from Rail Vikas Nigam Ltd. (Company under Ministry of Railways), having its Registered Office at 1st Floor, South Tower NBCC Place, Bhisma Pitamah Marg, Lodhi Road, New Delhi-110003 and Corporate Office at 4th Floor, Nirman Bhawan, Mumbai Port Trust Building, M.P Road, Mazgaon (E), Mumbai- 400010 invites the bids for the subject work.

Interested party / firms having relevant experience may download the bid document from www.gem.gov.in

ELIGIBILITY CRITERIA

1. The bidder should have registration with GST Department.
2. The bidder should not have been blacklisted/banned by any of the State and Central Government Departments.
3. Joint Ventures are not allowed.
4. The bidder must have the experience of doing Government Exhibitions/Events with Hon'ble PM of India as the Guest in New Delhi or in similar functions elsewhere.
5. Copies of the work orders must be attached with the tender.
6. The bidding firm/company should have Positive Profit Before Tax
7. Bidder has to submit the turnover certificate signed by the chartered accountant as per Technical Evaluation Criteria.

SUBMISSION OF BIDS

BIDS should be submitted through online process:

1. PDF File -1 : Technical bid (following documents to be submitted)

- Profile of the company/firm.
- Proof of Bid Security amounting to Rs.8,00,000/- through NEFT/IMPS/RTGS
- Security deposit of 10% of cost of work awarded shall be deposited with IPRCL within 2 days of award of work

Account Details of IPRCL

Beneficiary Name: - Indian Port Rail & Ropeway Corporation Limited

Beneficiary Bank Name: - State Bank of India

Account Number: - 35289426927

IFSC Code: - SBIN0000300

Branch Address: - Mumbai Samachar Marg, Horniman Circle Fort, Mumbai Maharashtra.

- Detailed design and concept note etc for the exhibition in Yashobhoomi, Dwarka, New Delhi.
- Proposed venue and accommodations details.
- Details of similar events done earlier along with the work order copies.
- Undertaking that the bidder have not been blacklisted/banned by any of the state and central government.
- Certificate of turnover signed by the chartered accountant.
- GST registration certificate.
- Any other certificate if taken by the company/firm.

2. PDF File – 2 Financial bid

Scope of work- “Indian Maritime Heritage Conclave” on 11-12 December 2024 at Yashobhoomi, Dwarka (6000 sqm Hall size approximately), New Delhi

a) Day 1: Inauguration & Panel discussions, tea/snacks, lunch, mega dinner, cultural programme.

b) Day 2: Panel Discussion, tea/snacks, lunch etc.

The Agency will be required to make all the following arrangements including and not limited to following for the function:

A. Conference and Exhibition

- Booking of stay arrangements for participants (100 nos 5 star and 50 nos 3 star level Hotels).
- Designing & Fabrication of conclave/ conference halls and theme area including stage, Entrance for Exhibits, Halls, Green rooms, VIP room, Media room, Office room etc.
- Required coordination, facilitation and liaisoning with the participants, organizers.
- Hiring of Video & Audio Photographers (Min 2 each) for the duration of the event and videography etc.
- Day1 – Inauguration, Conference with lunch for 1000 Pax & tea, Snacks in morning and evening.
- Day1- Dinner for invitees, during the cultural networking dinner - 500 + pax Cultural Evening programme (Invite the local folk Troupe with other arrangements)
- Arranging Mementos upto 100 nos with cost Rs. 10,000-15,000/-, 50 nos with cost Rs. 20,000 – 25,000/- and 200 nos with cost Rs. 5000/- or less each.
- 20 exhibits of suitable size and one pavilion equal to size of five exhibits have to be made.
- 2C Hall will be converted into enclosure with 3 panel rooms which will have to be made sound proof by using wooden panels, packed with glass wool / any other suitable material for all the walls and ceilings.
- Pavilion to be made outside the 2C hall at a suitable location.
- Construction of green room , SPG room, VIP room, media lounge, 2 nos Hall for Apex Committee meeting of 120 pax & Panel Discussion (with stage) for 120 pax each, Partition and masking of partition wall for inauguration function in one half & 2 halls, VIP rooms etc. and Dining space in other half of hall.
- Providing Chairs, Tables, Sofa etc. for Panelist, guests, invitees in all halls.
- Preparation of Stage, Halls, entrance with proper decoration, lighting, sound system, LED/Plasma Screens, Laptops, PCs, Standees , carpets etc.
- Putting up of banners/boards in NCR (Airport to Venue, other areas) regarding the conclave.
- Transportation of guests from airport / Railway station to Hotels, Hotel to Venue & back to Hotel & Airport.
- Breakfast, Lunch, Dinner arrangements for guests in hotels when not arranged at venue.
- Any other item required for arranging the function.

B. Designing and Printing:

I. Designing & Printing of Publicity Material:

- Designing and Printing of Programme brochure/booklet, Delegate Directory, programme schedule etc
- Designing and Printing of Back Drop, Banners, Signage, Standees, Invitation Cards (Conference lunch & Dinner), ID cards, Table Tops and Folders.
- Media Kit and brief, Press release.
- Designing & Printing of relevant forms (Registration, Feedback etc)
- Publicity on social media -twitter, Facebook etc
- Proceedings of the event

II. Designing & Printing of Post Event Report

C. Booking of Air tickets (Domestic) for 100 nos approx.

D. Other arrangements:

- Receiving the VIP's, distinguished guests at the Airport/railway station, taking them to the designated hotel and ensuring their arrival at venue as per their schedule, taking back to hotel / airport/ railway station and helping them in their departure.
- Required protocol and security arrangements
- One RSVP unit which will be responsible for distribution of invitations to invitees to seek the convenience of VIP invitees and making seating arrangements in consultation with IPRCL.
- Provision of Team Leader with a team who will be controlling the flow of events
- including backstage arrangements during the entire course of event.
- Developing ambience and theme activity wise
- Fabrication of a VIP Lounge
- Three hostesses for the event
- Décor & table arrangements for Dias, Lunch & Dinner including escorting arrangements for VIPs.
- Make available Printer, laptop etc at venue & Stationery, IT Room, Fire extinguisher,
- General security, Power backup, Floral, Tea, coffee, water, refreshments etc.
- Media Coordinator
- Rapporteur for proceedings

QUALIFICATION CRITERIA:

- The Bidder must be a Goods Service Tax (GST) registered firm / company. Bidder must be an actively working event/exhibition management company for a minimum period of 3 years (sub-authorization/ Joint-venture / consortium/ partnership/ societies/ trust shall not be accepted).
- The Bidder should have completed at least;
 1. One work of Event/Exhibition management of value not less than Rs. 300.00 Lakhs, in the last 3 years, OR
 2. Two works each of value not less than Rs. 150.00 Lakhs each, in the last 3 years, OR
 3. Three works of value not less than Rs. 100.00 Lakhs each, in the last 3 years
- Average annual financial turnover should be at least Rs. 500.00 Lakhs during the immediate last three consecutive financial years.
- The Bidder should have not have been blacklisted, debarred, declared non performer or expelled from any work from Central Government/ State Governments/ PSUs etc. during the last 3 years.
- The Bidder may visit / examine the site/venue and its surrounding to assess the accessibility and asses the scope of work before submitting their offer. No claims later on shall be entertained.
- Pre-bid Participation is mandatory and any Bidder not participating in Pre-bid Meeting will not be considered for participation in the tender. Additional requirements and conditions regarding this bid will be discussed in pre-bid.
- The Bidder should have successfully completed event/exhibition management with presence of high dignitaries like Prime Minister, President, cabinet ministers, chief minister of any state in the last 3 years for Central Government, State Government or PSUs.

- The Bidder who has successfully conducted at least One Event/Exhibition Management in Yashobhoomi, Dwarka Delhi in the last 3 years for any Central Government/State Government/PSUs etc. shall be preferred.

Evaluation:

The criteria for pre-qualification, technical evaluation and selection of bidders are set out under this section.

As part of the evaluation, the part I – Technical submission shall be checked for meeting the requirements of the tender document. Only those proposals meeting the requirement would be further invited to give a presentation in accordance with the criteria set-out in this tender document. Part I – Proposal would be considered further only if it meets the following conditions:

- 1) The amount towards the EMD has been received on or before the proposal submission due date including any extension thereof.
- 2) It is signed and marked as stipulated in clause. It contains all the information and documents including scanned copy of demand drafts / proof of online payment for the cost of tender document and EMD as requested in the tender document.
- 3) It contains information in formats specified in this tender document.
- 4) It conforms to the bid validity period as set-out in clause
- 5) It provides information in reasonable detail. (“Reasonable detail” means that, but for minor deviations, the information can be reviewed and evaluated by the Department without communication with the bidder). Department reserves the right to determine whether the information has been provided in reasonable detail or not.
- 6) There are no inconsistencies between the proposal and the supporting documents.
- 7) All required documentation is complete in all aspects.
- 8) The bid document should be properly indexed with page numbers.

A proposal that is considered is the one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- Which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- Which limits in any substantial way, inconsistent with the tender document, Department rights or the bidder’s obligations under the work order, or which would affect unfairly the competitive position of other bidders.

Quality Cum Cost Based Selection (QCBS) method shall be adopted for selection of the agency, which has been fully described in section of this tender document. The bidder achieving the highest combined technical and financial score as described in section will be considered as successful bidder and awarded the contract.

In case there are two or more bidders with the same combined score, the selection in such cases shall be at the sole discretion of the Department, as the case may be.

The Designated Committee reserves the right to reject any proposal, if:

- At any time, a material misrepresentation is made or discovered; or
- The bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.

The successful bidder(s) shall be issued the work order by Department.

Eligibility Criteria and Evaluation Methodology:

Only those agencies /companies /firms, which are eligible to participate in this tendering process shall be considered. Bids submitted by any other bidders will not be considered against this bid.

Technical Evaluation Criteria

Sl. No.	Parameters for Evaluation	Evaluation Criteria	Maximum Marks	Supporting Documents Required
Part I – Serial 1-6				
1	Average Annual Turnover of the bidder in last three financial years i.e., 2021-22, 2022-23, 2023-24 (Maximum- 10 marks)	Minimum Qualifying Criteria: Average annual financial turnover should be at least Rs. 5 crores during the last three consecutive financial years Twice or more the minimum criteria	5 Marks 10 Marks	CA Certificate along with Financial Statement
2	The Bidder should have successfully conducted at least One Event/ Exhibition Management in Delhi in the last 3 years for Central Government, State Government or PSUs. (Maximum 15 marks)	Preferable Criteria: The bidder should have completed at least; One work in the last 3 years, OR Twice or more the minimum criteria	7.5 Mark 15 Marks	Work Order to be submitted
3	The Bidder should have conducted no. of type of event/exhibition 1) One work of Event/ Exhibition management of value not less than Rs. 300.00 Lakhs, in the last 3 years, OR 2) Two works each of value not less than Rs. 150.00 Lakhs each, in the last 3 years, OR 3) Three works of value not less than Rs. 100.00 Lakhs each, in the last 3 years	Minimum Qualifying Criteria: The bidder should have completed at least; One work in the last 3 years, OR Twice or more the minimum criteria Thrice or more the minimum criteria	5 Mark 10 Marks 15 Marks	Work Order to be submitted
4	The Bidder should have conducted successful event (Presence of high dignitaries like Prime Minister, President, cabinet ministers and chief ministers of state)	One Event Two Events or more.	5 Marks 10 Marks	Work Order to be submitted

	in the last three years for any Central Government, State Government or PSUs			
5	Permanent Manpower (Manpower on Roll) (Maximum 5 marks)	5 to 10 10 to 15 More than 15	3 Mark 4 Marks 5 Marks	Declaration by the Bidder on their Letter Head
Part 2 – Serial 6.1-6.7				
6	The bidder has the liberty to conceive the project at their own ideas keeping in mind that shall match with International Standards. Should have good understanding of the work domain. Conceptualization and Presentation with the detailed design. Approach with demonstration. Best creative idea for the events beyond the mandatory events		Total 45 Marks (see below for the break up)	Detailed (Parameter-wise) Presentation Documents and related Brochures
6.1	Infrastructure Plan/ Layout of the event.	Overall lay-out of the Event -3D renderings for entire Event including stage, detailed seating arrangement, passages, lounges, Light, Sound & LED set -up, Dais set -up, Entry/Exit Plan, Food Court, lounge etc.	10 Marks	
6.2	Understanding about the Event - Approach & Methodology	The presentation should substantiate a complete understanding of the event, its profile, requirements, Time line and process for successfully organizing. Approach & Methodology includes Work plan to organize, Manpower planning & deployment schedule, Production timelines, Contingency Plan etc.	5 marks	
6.3	Content, Concept, Curation & Design of creatives.	Ideation, conceptualization, research, Content curation, Theme of the event and designing entire event on turn-key basis. Conceptualization of the entire event as per the requirement. Content has to be designed suitable to theme. Engaging subject experts for	5 Marks	

		research and scripting. Designing of creatives for Print Media, Social-Media, Hoardings, Vehicles, Standees & Backdrop etc. Agency to also propose creative installations.		
6.4	Food Catering	The Agency is required to present the clear concept for Food Catering and Accommodation as part of the technical presentation. Agency to propose and clearly present event- wise/day- wise arrangements of Food Catering	5 marks	
6.5	Operations including Transportation, Registration Kit, Security, Fire Safety, Maintenance, etc.	The Agency is required to present the clear concept for the Operations and logistics part in the technical presentation. Agency to propose and clearly present their strategy on event- wise/day-wise operations (such as Transportation, Registration Kit, Security, Fire Safety, Maintenance, etc. to ensure smooth conduct of the whole	5 marks	
6.6	Cultural Evening	The Agency is required to present a concept for Cultural show/ Ceremony as part of the technical presentation. Agency to propose Artists, Dance Groups, EMCEE. Bidder to present minute wise entire show flow.	5 marks	
6.7	Creative Decor	The Agency is required to present different designs for Scientific installations, Thematic Facades, Creative ideas for décor of event area, Concept for Science Village/Theme Area, Thematic Entrance Gate, Technology Equipment's, Quality of AV Equipment's etc.	10 marks	
		Total Marks *	100	

** Minimum % Marks to be secured by the bidder to qualify Technical Evaluation Stage is 70 overall (in total of Technical Evaluation part 1 & 2). Only top 3 scorers will be eligible for opening of financial bid.*

Methodology for Selection

Selection of the bidder will be based on QCBS (Quality & Cost based system) method where the Ratio for Technical & Financial would be 70:30. Based on combined weighted score (Technical + Financial), bidder shall be ranked as per the total scoring. Bidder who obtains the maximum total combined score will be declared as H-1 and shall be awarded with contract.

Calculation Method:

$$\begin{aligned} T &= \text{Technically evaluated Marks} \times 0.70 \\ F &= (\text{Lowest Financial Bid/Bidders Bid}) \times 100 \times 0.30 \\ H-1 &= T+F \end{aligned}$$

Note: 'H-1' bidder, here, refers to the Highest Rank Scoring Bidder (R-1 Bidder)

Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a continuous period exceeding 84 days, either party may at its option terminate the contract by giving notice to the other party.

Date :
Place :

Signature:
Name & Designation
Company Seal

**Bid Security
Bank Guarantee**

(On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper should be in the name of the Executing Bank).

From:

.....*[Insert Bank’s Name, and Address of Issuing Branch or Office]*

To:

The Managing Director,
Indian Port Rail and Ropeway Corporation Limited,
4th Floor, Nirman Bhawan,
M P Road, Mazgaon,
Mumbai-400010.

Beneficiary: Indian Port Rail and Ropeway Corporation Limited (hereinafter called “the employer”)

Date:.....

Bid Security No.:

We have been informed that *[Insert name of the Bidder]*..... (hereinafter called "the Bidder") intends to submit to you its bid (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. dated (“the IFB”).

WHEREAS, the Bidder is required to furnish Bid Security for the sum of *[Insert Value of Bid Security required]*, in the form of Bank Guarantee, according to your conditions of Bid.

AND

WHEREAS,*[Insert Name of the Bank]*, with its Branch*[Insert Address]* having its Headquarters office at..... *[Insert Address]*, hereinafter called the **Bank**, acting through*[Insert Name and Designation of the authorised persons of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for Bid security as hereinafter contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of *[Insert Value of Bid Security required]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.
6. This guarantee will remain valid and effective from..... *[Insert date of issue]* till*[insert date, which should be minimum 42 days beyond the expiry of bid validity date in the IFB]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....
 Bank's Seal and authorized signature(s)
[Name in Block letters].....
[Designation].....
 [P/Attorney] No.

Witness:

1 Signature

Name & Address & Seal

2 Signature

Name & address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

**Declaration for ‘Local content’ in terms of
‘Public Procurement (Preference to Make in India) Order 2017’, as amended up to 28 days prior to
deadline for submission of bids, issued by Department of Industrial Policy and Promotion under
Ministry of Commerce and Industry**

Ref: Tender Notice No.....

I / We declare that:

1. The offer submitted against the meets the ‘Local Content’ requirement as prescribed vide clause ITB 4.1 e and ITB 43.2.
2. The details of the local content and location(s) where local value addition is made in case of imported items, are as below:

BOQ Item no	Description in brief	BOQ Amount	Made in India Items: Amount of local content	Imported Items: Value added in India	Imported Items: Location of Value added in India
1					
2					
....					
Total		A	B	C	

Total Local Content: B + C

% of local content in total BOQ cost:%

3. Fulfilment of the aforesaid requirements shall also be ensured from the subcontractors and that the above statement contains information for the entire contract.

Signature of the Bidder

INTEGRITY PACT FORMAT

(To be executed on Company Letter Head and submitted along with Technical Bid/Tender documents for tenders having a value of Rs. 5 Cr or above for Civil PMC works; Rs. 4 Cr. or above for Electrical & Signalling works and Rs.5 crore or above for Track works. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the IPRCL)

This integrity Pact is made at _____ on this _____ day of _____ 2024.

BETWEEN

Indian Port Rail & Ropeway Corporation Limited (IPRCL) represented through its Managing Director having its office at 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M P Road, Mazgaon (E), Mumbai, (hereinafter referred to as the “Principal/Owner” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender *{NIT/RFP Nodtd}* (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract/s for *{Name of the work}* (hereinafter referred to as the “Contract”).

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter 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 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: Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard,

the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the 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)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(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. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be

determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department 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 for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

- (1) There shall be an Independent External Monitor (IEM) (herein after referred to as “Monitor”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

As on date, the following IEMs are nominated by CVC

<p>Dr. Prasenjit Mukherjee, IA&AS (Retd.) Flat No. 1201, Tower E, Bestech Park View Spa, Sec-47, Gurugram -122001. Haryana. Mob. 9717771630 Email:- prasenjitm@hotmail.com</p>	<p>Shri. Ranjanesh Sahai, IRAS (Retd.) Flat No. 1104, Tower A, Logix Blossom County Apartment. Noida Expressway, Plot No.2 Sect-137, Noida- 201304 (U.P.) Mob. 9717610007 Email:- ranjanesh@yahoo.com</p>
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- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the **Managing Director , Indian Port Rail & Ropeway Corporation Ltd.**, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the **Managing Director , Indian Port Rail & Ropeway Corporation Ltd**, a substantiated suspicion of an offence under relevant IPC/PC Act, and Managing Director , **Indian Port Rail & Ropeway Corporation Ltd** has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant **12 months** after his Defect Liability Period is over or **12 months** after his last payment under the contract whichever is later and for all other unsuccessful Bidders **6 months** after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire **24 months** after his concession period is over and for all other unsuccessful Bidders **6 months** after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Managing Director , Indian Port Rail & Ropeway Corporation Ltd.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. **Mumbai** .
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(For & On behalf of the Bidder/ Contractor/
Concessionaire/ Consultant)

(Office Seal)

Place_____

Date_____

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

{ COUNTERSIGNED and accepted by:

JV Partner

Note : Successful Bidder must be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder and submitted with the acknowledgement of copy of Letter Of Acceptance of LOA.

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder)**

I (*Name and designation*)** appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. _____ (hereinafter called the bidder) for the purpose of the Bid for the work of _____ as per the bid No. _____ of IPRCL, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

- *1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Ports Shipping and Waterways or RVNL/MoR or by IPRCL at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
- *2 That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor’s failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Indian Port Rail and Ropeway Corporation Ltd. (IPRCL)/MoPSW during the period of last 3 years before the deadline for submission of bids.

(Add Proviso of Clause 4.4(b) (ITB suitably, if any Contract was so terminated).

3.0 That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.

*4 That the name of the Bidder or any of its constituents is not on the list of “Poor Performer” of IPRCL as on the deadline for submission of bid.

1.0 We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of “Allied Firm” under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

6.# We declare and certify that balance sheets for last three financial years including that for the latest concluded financial year are being submitted.

OR

We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for last three financial years ignoring the latest concluded financial year.

*(# - Delete whichever is not applicable)**.*

- 7.0 That the bidder or any of its constituents is not an Entity of such countries, which have been identified by the Railway Ministry/MoPSW as not allowing Indian Companies to participate in their Government procurements for any item related to Railway Ministry/MoPSW, except for the list of items published by the Railway Ministry/MoPSW permitting their participation.
- 8.0 That the bidder or any of its constituents has not committed any previous transgressions in respect of Code of Integrity [Rule 175 (1) of General Financial Rules 2017] with any entity in any country during the last three years or of being debarred by any other procuring entity
- 9.0 We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- 10.0 We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
- 11.0 “We have read the clause regarding restrictions on procurement from a bidder of a country which share a land border with India and I certify that:

@ This Bidder is not from such a country

OR

This Bidder is from such a country and the bidder has been registered with the Competent Authority

- 12.0 We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings upto a period of five years.
- 13.0 We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we *[insert name of the bidder]*** _____ and all our constituents understand that we shall be liable for banning of business dealings upto a period of five years.
- 14.0 We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of upto five years.

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

**Modify the contents wherever necessary, in terms of sub-clause 4.4 ITB.
** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.*

Attestation before Magistrate/Public Notary

FORM No. COF/1

**Letter of Acceptance
[on letterhead paper of the Employer]**

..... date.

To: [name and address of the Contractor]

Subject:..... [Insert Name and Identification number].....[Notification of Award].....

This is to notify you that your Bid dated [Insert Date]. . . for execution of the . . . [name of the contract and identification number, as given in the Contract Data] . . . for the Accepted Contract Amount of the equivalent of INR . . . [Insert amount in numbers and words and name of the currency]. . , as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form No. COF/3 included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature:
Name and Title of Signatory:

Contract Agreement

THIS AGREEMENT made theday of, between [Name of the Employer. (hereinafter “the Employer”), of the one part, and [name of the Contractor]. .I. .(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as [name of the Contract].should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree 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 following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- the Letter of Acceptance
- the Letter of Technical Bid
- the Letter of Price Bid
- the Addenda Nos. [insert addenda numbers if any].
- the Special Conditions of Contract
- Part A : Contract Data
- Part B : Specific Provisions
- the General Conditions of Contract;
- the Specification
- the Drawings;
- the Work’s Requirements
- the completed Schedules including (priced Bill of Quantities)
- Any other documents

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times 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 [name of the borrowing country].on the day, month and year indicated above.

Signed by
for and on behalf of the Employer
in the presence of
Witness, Name, Signature, Address, Date

Signed by.....
for and on behalf the Contractor
in the presence of
Witness, Name, Signature, Address, Date

*1 In case Contractor is a Joint Venture the ‘name of the contractor’ shall be inserted as under :
“the Joint Venture under the name and title of, comprising of[Lead Partner] ;.....; and”*

FORM OF CONTRACT PERFORMANCE SECURITY
(BANK GUARANTEE)

[Refer Clause 41 of Instructions to Bidders]

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

.....

To:

The Managing Director,
Indian Port Rail and Ropeway Corporation Limited
4th Floor, Nirman Bhavan,
M P Road, Mazgaon,
Mumbai-400010

WHEREAS, Indian Port Rail and Ropeway Corporation Limited, hereinafter called the Employer, acting through [Insert Designation and address of the Employer's Representative], has accepted the bid of [Insert Name and address of the Contractor], hereinafter called the Contractor, for the work of [Insert Name of Work], vide Notification of Award No.[Insert Notification of Award No.].

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of [Insert Value of Performance Security required], in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, [Insert Name of the Bank], with its Branch [Address] having its Headquarters office at [Address], hereinafter called the Bank, acting through [Designation(s) of the authorised person of the Bank], have, at the request of the [Insert name of the JV partner], a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of [Insert Value of Performance Security required] as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The Bank Guarantee shall be unconditional and irrevocable.
1. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on[Insert the date twenty eight days after the expected end of defect liability period]. All demands for payment under the guarantee must be received by us on or before that date.
- 9.The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 11.The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 12.The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
- 13.The Guarantee shall be in addition to and without prejudice to any other security Guarantee(s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....
[Signature of Authorised person of Bank]

.....
[Name in Block letters]

.....
[Designation]

.....
[P/Attorney] No.

.....
Bank's Seal

[P/Attorney] No.....

Witness:

1.0 Signature

Name & Address & Seal

2.0 Signature

Name & address & Seal

Note :

- 1 All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.
- 2 In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.
3. In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s [Insert Name of the JV Partner] in the JV is [Fill share % in the JV] percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.

**INDEMNITY BOND FOR THE SAFE CUSTODY OF THE PLANT AND MATERIALS SUPPLIED
BY THE CONTRACTOR**

[Refer Clause 14.5 of GCC]

(To be executed on Non-Judicial Stamp Paper of Appropriate Value and notarised)

THIS INDEMNITY BOND made on this _____ day of _____ 20__ by _____ (insert the name of the Contractor and its registered address) (hereinafter called “the Contractor”) which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns, in favour of the Indian Port Rail and Ropeway Corporation Limited, 4th floor , Nirman Bhavan, MbPT building, M P Road , Mazgaon East, Mumbai 400 010 (hereinafter called “IPRCL”) on the other part.

WHEREAS by an Agreement/Letter of Acceptance No. _____ dated _____ (hereinafter called “the said agreement”), the Contractor has agreed to execute the _____ (Name of Work) (hereinafter called “the Works”).

AND WHEREAS the Contractor has submitted to IPRCL/ the Engineer for payment on plants & materials procured by him and brought to the site of the Works or his workshop for use in the Works.

AND WHEREAS IPRCL/ the Engineer has agreed to make advance/stage payment to the Contractor the total sum of Rs. _____ (in Figures) [Rupees _____ (in Words) in Interim Payment Certificate (IPC) No. _____, the quantities and other particulars of which are detailed in this IPC for the said works signed by the Contractor on _____ for the Plant and Materials brought by the Contractor to site of the works or his workshop. Brief details are also mentioned in schedule 1 appended hereto.

NOW THIS INDEMNITY BOND WITNESS that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (in Figures) _____ (in Words) on or before the execution of these presents to be paid to the Contractor by IPRCL so aforesaid, the Contractor doth hereby covenant and agree with IPRCL and declare as follows: -

1. That the said sum of Rs. _____ (In Figures) _____ (in Words) to be paid by IPRCL to the Contractor as aforesaid shall be utilized by the Contractor in or towards the execution of the said works and for no other purpose whatsoever.
2. That the Plant and Materials detailed in the said IPC which have been offered to and accepted by IPRCL/ the Engineer, are absolutely the Contractor’s own property and free from encumbrances of any kind and the Contractor will not make any application for or receive any further payment on the Plant and Materials which are not absolutely his own property and free from encumbrances of any kind, the Contractor indemnifies the IPRCL against all claims on any Plant and Materials in respect of which payment is to be made to him as aforesaid.
3. That the Contractor undertakes that the Plant and Materials shall be used exclusively for the performance / execution of the Contract strictly in accordance with the terms and conditions of the Contract and no part of the Plant and Materials shall be utilized for any other work or purpose whatsoever.
4. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Plant and Materials against all risks whatsoever including acts of the God till the Plant and Materials are duly incorporated in the works, commissioned and are taken over by IPRCL/Railway (including surplus Plant and Materials, if required as instructed by IPRCL/ the Engineer) in accordance with the terms of the Contract. The Contractor undertakes to keep IPRCL harmless against any loss or damage that may be caused to the Plant and Materials.
5. That the said Plant and Materials shall not on any account be removed from the site of the works except with the written permission of IPRCL/ the Engineer. Further, IPRCL/ the Engineer shall always be free

at all times to take possession of the materials in whatever form the materials may be in, if in its opinion, the Plant and Materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts or omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of IPRCL to return the Plant and Materials without any demur or reservation.

6. That the said plant and materials shall, at all times, be open to inspection by IPRCL/ the Engineer or any authorized representative. In the event of the said material or any part thereof at any time being found to be in lesser quantity than for which payment has been released or the same has been stolen, destroyed or damaged or becoming deteriorated, the Contractor will forthwith replace the same or repair and make good the same as required by IPRCL/ the Engineer.
7. That making payment does not mean that Plant and Materials are of required specifications and quality or that whole of the quantity brought to site by Contractor will be used in the work. The Contractor is fully responsible for the materials to conform to required quality and specification and if at any time IPRCL/ the Engineer do not find the material satisfactory, the Contractor at his own cost would replace these. IPRCL/ the Engineer would be at liberty to recover cost of these from any dues of the Contractor. Also any Plant and Materials which are in excess of what is finally required under the contract would be the Contractor's property without any liability on IPRCL/ the Engineer who would recover the cost of this from the Contractor.
8. That this Indemnity Bond is irrevocable. If at any time, any loss or damage occurs to the Plant and Materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of IPRCL/ the Engineer as to assessment of loss or damage to the Plant and Materials shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Plant and Materials at its own cost and/or shall pay the amount of loss to IPRCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to IPRCL/ the Engineer against the Contractor under the Contract or under this Indemnity Bond.
9. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of those presents, the total amount of the payment shall immediately on the happening of such default be recovered by IPRCL/ the Engineer from any dues of Contractor. It is also clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.
10. IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative, the day, month and year first above mentioned.
11. SCHEDULE 1

Particulars of the Plant and Materials	Quantity	Value of the Plant and Materials

Signed, Sealed and Delivered by the said Contractor

(Contractor's Name)

Dated:

(AUTHORISED SIGNATORY)

Place:

SEAL OF COMPANY

IN THE PRESENCE OF:

WITNESS: SIGNATURE _____

NAME: _____

ADDRESS : _____

Note:

The contractor has the option to submit the Indemnity Bond to cover all the items and quantities of Plant and Materials of stage payment or to submit indemnity bond each time the stage payment is to be taken or Plant and Materials advance is to be taken.

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Jurisdictional GST Assessing Officer's designation, address & email id	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Signature of the bidder

Form FIN-1: Financial Situation

(Each Bidder or each member of a JV must fill in this form separately)

NAME OF BIDDER/JV PARTNER:

	Year 1:	Year 2:	Year 3:	Year 4	Year 5
1. Total Assets				Not Applicable	
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Net Worth [= 1 – 3]					
6. Working Capital [=2 – 4]					
7. Profit Before Tax (PBT)					
8. Profit after tax (PAT)					
9. Average Profit After Tax (PAT) for last Five financial years (= average of [7] for year 1, year 2 & year 3)					
10. Whether the bidder was at default in repayment of dues to a financial institution or bank or debenture holders at the end the latest financial year for which audited balance sheet is available (Yes/No)					

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of CA/Auditor)

Name of CA/Auditor: _____

Registration No: _____

(Seal)

1. The bidder shall attach copies of the following original documents with the form:

Copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Contents of this form should be certified by a Chartered Accountant/Auditor.

3. In the event that the audited accounts for the latest concluded Financial Year are not available, the Bidder shall furnish information pertaining to the last five financial years after ignoring the latest concluded financial year. In case the bidder submits audited financial information for the last six or more years, only the figures for the latest five years shall be considered for evaluation.



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(पत्तन, पोत परिवहन एवं जलमार्ग मंत्रालय, भारत सरकार के अधीन संयुक्त उद्यम)
Indian Port Rail & Ropeway Corporation Ltd.
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(An ISO 9001, 14001 & 45001 Certified Company)



IPRCL/Mumbai/General/5

Date: 18.12.2023

Sub: - Policy for Amicable Settlements

The following procedure is issued for amicable settlement in contracts: -

- 1.0 Whenever the contractor submits a request for amicable settlement, GGM/CGM/GM in-charge of the project should forward the same to MD/IPRCL through associate finance and concerned Director for constitution of Amicable Settlement Committee, including nominating one of the member as Convenor. The Amicable Settlement Committee, through Convenor shall then proceed to fix up date of hearing and invite the Contractor to present its claims before it.
- 2.0 The amicable settlement committee shall comprise of the following: -
 - i. GGM/CGM/GM directly in-charge of the project;
 - ii. Finance Officer i.e., GM or above level officer.
 - iii. GGM/CGM/GM directly in-charge of the project of other discipline(s) in case the issues involve other discipline(s) of the Engineering or any GGM/CGM/GM having experience of dealing with Works/Supply Contracts.
- 3.0 Amicable Settlement Committee shall make an attempt to resolve the issues/disputes/Claims within 45 days of request by the contractor. In case of non-resolution within 45 days, 45 days extension can be agreed by the Committee. Extension beyond 90 days but not exceeding 120 days has to be approved by the Managing Director duly considering reasons for delay, as brought out by the Convenor of the Committee in the proposal for extension. If the Committee is unable to reach amicable settlement, the Convenor of the committee shall communicate the same to the contractor and the Managing Director.
- 4.0 In case any dispute between the Engineer and the Contractor for which claim has already been made by the contractor, remains unresolved as per 3.0 above, the Contractor may again request to settle the dispute amicably through Independent External Monitors (IEMs) in case such a provision exists in the contract.

This issues with the approval of Competent Authority.


Sudhanshu Kumar
JGM (P&CC)/Mumbai

- Copy to:-**
- (i) Managing Director
 - (ii) Director (Works)
 - (iii) All GGMs, CGMs, GMs, AGMs/JGMs/DGMs at Corporate office and Project Offices. - **for information and necessary action please.**
 - (iv) Office Order file.



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No- IPRCL/Mumbai/General/05

Date: - 12.11.2024

OFFICE ORDER No.112/2024

Sub: Fee Structure for Retired Officer for Arbitrators/Conciliators

The Fee Structure for Retired Officer for cases arising out of contracts awarded by IPRCL shall be as indicated below:

Sr. No.	Particulars	Maximum amount payable per Arbitration/Conciliator, per case	
1	Arbitrator/Conciliator's Fee	The Fee shall be as given below:	
		Sum in Dispute (Sum of Claim & Counter Claim)	Amount payable per Arbitrator per case
		Up to Rs.5.00 Lakh	Rs.45,000
		Above Rs.5.00 lakh and up to Rs.20.00 lakh	Rs.45,000 plus 2% of the claimed amount over and above Rs.5.00 lakh
		Above Rs.20.00 lakh and up to Rs.1.00 crore	Rs.75,000 plus 1.5% of the claimed amount over and above Rs.20.00 lakh
Above Rs.1.00 crore	Rs.1,95,000 plus 0.5% of the claimed amount over and above Rs.1.00 crore subject to maximum ceiling of Rs. 4.0 lakhs		
NOTE: In the event, the arbitral tribunal is consisting of a sole arbitrator, he/she shall be entitled to an additional amount of twenty			

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Ph. No. : 022 - 6656 6340; Fax No. : 022 - 6656 6336; Email: iprc@mumbai@gmail.com, website: www.iprc.in
Regd. Office: 1st Floor, NBCC Place, Bhishma Pitamah Marg, Lodhi Road, New Delhi-110001





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Sr. No.	Particulars	Maximum amount payable per Arbitration/Conciliator, per case
		five percent (25%) of the fee payable as per the table set out above. Maximum ceiling shall also be enhanced accordingly.
2	Conveyance Allowance	Arbitrator shall be paid conveyance charges towards their local conveyance within the city, where arbitration meeting has been fixed. It shall be paid @ Rs. 1500/- per day for the days of arbitration meetings only
3	Daily Allowance	Arbitrator shall be paid a daily allowance @ Rs. 1200/- per day for the days of arbitration meetings. However, when Arbitrator undertakes any site visit for inspection etc., Arbitrator shall be entitled for normal TA/DA as per their position prior to retirement. Further, in case after holding the arbitration meeting, Arbitrator proceeds for site visit on the same day or vice-versa, he shall be entitled for daily allowance @ Rs. 1200/- per day only and no other TA/DA for site visit for that day shall be payable.
4	Refreshment Allowance	The presiding Arbitrator shall be paid refreshment allowance @ Rs. 200/- per meeting day.
5	Stamp Duty Charges	The Retired Railway Officer working as presiding Arbitrator shall be paid Stamp duty as per actual.
6	Miscellaneous Expenses	The Retired Railway officer working as presiding Arbitrator shall be paid Rs. 1000/- per case for expenditure incurred on fax, stamp paper, postage etc
7	Miscellaneous Expenses	For arbitration proceedings by arbitration tribunal consisting of retired arbitrators, necessary stenographic for Steno, he/she

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Sr. No.	Particulars	Maximum amount payable per Arbitration/Conciliator, per case
		shall be paid an honorarium @ Rs. 1000/- per hearing.
8	Conciliator/Mediator/Dispute Adjudication Board Member Fee	<p>Rs. 4,000/- per sitting Per day of 2 hrs or more is payable to each DAB member subject to maximum of Rs.24,000 for each half yearly claim. In case lump sum claims are received for a period exceeding 6 months & upto 2 years, upper limit will be Rs.32000/- and if claim received for period more than 2 years, upper limit will be Rs.40,000/-.</p> <p>In addition to above, DAB fee of Rs.25,000/- is payable on final award of each DAB member per half yearly claim or per consolidated claims for period exceeding 6 months & up to 2 years or per consolidated claims for more than 2 years.</p> <p>Every member in DAB will be entitled to the same fee.</p>
9	Travelling & Lodging and Boarding Expenses	<p>Will be paid equivalent to GGM/CGM level as per IPRCL-HR Manual.</p> <p>NOTE:</p> <ol style="list-style-type: none">1. Lodging, Boarding, and Travelling Expenses shall be allowed for those members who are residing 100 Km away from place of hearing.2. Delhi, Mumbai, Chennai, Kolkata, Bangalore, and Hyderabad shall be considered as Metro cities.

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Note:

1. All the payments mentioned above shall be borne equally by both the parties i.e. the claimant and the respondent.
2. All the payments except arbitration fee shall be paid as and when asked by the arbitrator.
3. The payment of arbitration fee shall be paid to arbitrator(S) after publishing of award. However, the arbitration fee can be given before publishing the award on the request of the Presiding Arbitrator, if the presiding arbitrator confirms that Arbitral Award has been finalized and signed by the Arbitral Tribunal, and the Tribunal is in the position to publish the award immediately after payment of arbitration fee by both the parties.
4. GST and Income Tax as applicable will be deducted as per extent law.
5. The fees and other charges of the Conciliator/Arbitrators shall be as per the scales fixed by the Employer from time to time irrespective of the fact whether the Arbitrator(s)/ is/are appointed by the Employers or by the Court of law unless specifically directed by Hon'ble court otherwise on the matter.

This O.O supersedes the previous office order No.20/2023 dt.21.02.2023

This issues with the approval of MD/IPRCL and shall be immediately effective including all ongoing cases where fees have not yet been fixed.

Phani
12.11.24
(C V L Phani)
DGM(C&A)

Copy to: -

- (i) MD/IPRCL- For information Please.
- (ii) Director/Works- For information Please.
- (iii) All GGMs/CGMs/GMs/AGMs/JGMS of IPRCL- For information please.

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Financial Bid for IMHC Conclave Event Manager Bid

Name of Bidder	Bid Amount (In Rs.)

Note :- Taxes should be clearly mentioned

Date :
Place :

Signature:
Name & Designation
Company Seal