



TENDER DOCUMENT

FOR
REPAIR AND MAINTENANCE OF
IWAI STAFF FLATS/QUARTERS IN
ARAWALI AND UDAYGIRI APARTMENTS AT
SECTOR- 34, NOIDA.

TENDER NO. : IWAI/PR/RE/Flats/01/2014

INLAND WATERWAYS AUTHORITY OF INDIA

(MINISTRY OF SHIPPING, GOVT. OF INDIA)

A - 13, SECTOR - 1
NOIDA - 201301 (U.P.)

Phone : 0120-2544036, 2521704, Fax : 0120- 2521764,

Website : www.iwai.nic.in ; E-mail : iwainoi@nic.in



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

A-13, SECTOR-1

NOIDA – 201 301 (U.P)

Phone : 0120-2544036, 2521704, Fax : 0120- 2521764,

Website: www.iwai.nic.in ; E mail : iwainoi@nic.in

TENDER NO. : IWAI/PR/RE/Flats/01/2014

Issued to : M/s

Dated :

Sub: Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartments at Sector-34, Noida.

Ref : Your letter no.

Dated :

Sir,

With reference to your letter cited on the above mentioned subject, please find enclosed herewith one set of tender document for the subject work. You are requested to go through the terms and conditions carefully and also visit/inspect the site to familiarize and submit your tender as per procedure explained in the tender document.

The last date for receipt of tender is 06.03.2014 upto 3:00 PM at IWAI, Noida and tender will be opened on 06.03.2014 at 3:30 PM at IWAI, Noida.

Issuance of tender document will not construe that such tenderer are automatically considered qualified.

Assistant Director & Resident Engineer
IWAI, Noida



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

A-13, SECTOR-1

NOIDA – 201 301 (U.P)

TENDER NO. : IWAI/PR/RE/Flats/01/2014

Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartments at Sector-34, Noida.

PART-I

TECHNICAL BID



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, SECTOR-1, NOIDA – 201 301 (U.P)

NOTICE INVITING TENDER

TENDER NO. : IWAI/PR/RE/Flats/01/2014

Sealed tenders are invited by the Assistant Director & Resident Engineer, IWAI in two cover system from the eligible contractors as per details given below:-

Name of work	Estimated Cost	EMD	Time for Completion	Last Date of sale of Tender Document	Last date and time of receipt & opening of tender.
Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartments at Sector-34, Noida.	14.91 lakh	30,000/-	4 months	06.03.2014	06.03.2014 3.00 PM 06.03.2014 3.30 PM

ELIGIBILITY CRITERIA:-

- (i) Satisfactory completion of at least three similar works each of value not less than 5.96 lakh or two similar works each of value not less than 7.46 lakh or one work of value not less than 11.93 lakh in last 7 years (year ending December, 2013)
- (ii) The firm shall have valid registration with MES, Railways, CPWD, or any central/state Govt. organization.
- (iii) The work involves repair and maintenance of civil, plumbing & water supply and internal electrical works of the flats/quarters and the firm shall have experience in executing these works.
- (iv) The firm shall be working in the field for the past 3 years consistently.
- (v) The tenderer should have valid registration for Service Tax, VAT and should have Permanent Account Number (PAN).

Parties fulfilling the eligibility criteria may obtain tender documents along with terms and conditions on written request from the office of the Assistant Director & Resident Engineer, IWAI, A- 13, Sector - 1, Noida on submission of non-refundable Demand Draft of Rs. 500/- (Rupees Five Hundred only) drawn in favour of "IWAI Fund" payable at Noida/New Delhi of any Nationalized/ Scheduled Bank on all working days. Tender will be issued on all working days during office hours up to the last date of issue of tender as indicated above. The tender document can also be downloaded from the IWAI's website 'www.iwai.nic.in'. Site can also be inspected on all the working days during office hours. Tender shall be received up to 1500 hrs. and shall be opened at 1530 hrs. on the date mentioned above. IWAI reserves the right to reject any or all the tenders without assigning any reason thereof. For further details please contact above office of IWAI or visit website 'www.iwai.nic.in'

Sd/-

Assistant Director & Resident Engineer



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
A-13, SECTOR-1 NOIDA – 201301 (U.P)

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Name of work	Estimated Cost	EMD	Time for Completion	Last Date of sale of Tender Document	Last date and time of receipt & opening of tender.
Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartments at Sector-34, Noida.	14.91 lakh	30,000/-	4 months	05.03.2014	06.03.2014 3.00 PM 06.03.2014 3.30 PM

Detailed NIT eligibility criteria and tender document alongwith Instruction to the Bidders can be seen at IWAI's website i.e. www.iwai.nic.in and www.eprocure.gov.in

Assistant Director & Resident Engineer

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FORM OF TENDER

To,

The Assistant Director & Resident Engineer,
Inland Waterways Authority of India,
A-13, Sector-1,
Noida – 201301 (U.P.)

Name of Work: Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartments at Sector-34, Noida.

Sir,

1. Having visited the site and examined the terms and conditions, Schedules and Bill of Quantities alongwith all appendix and annexure for the above work, I/We offer to execute the above said work in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/We undertake to complete and deliver the whole of the work comprised in the tender within the time as stated in the tender and also in accordance with the specifications, conditions and instructions as mentioned in the tender documents.
3. I/We agree to abide by this tender. I/We agree to keep the tender open for a period of 90 days from the date of opening of price tender or extension thereto as required by the IWAI and not to make any modifications in its terms bid and conditions.
4. A sum or Rs.....(Rupees) is hereby forwarded in the form of Demand Draft no..... dated issued by (name & branch of bank) payable at as earnest Money. I/We agree, if I/We fail to keep the validity of the bid open as aforesaid or I/we make the modifications in the terms and conditions of my/our bid or I/we fail to commence the execution of the works as above than I/We shall become liable for forfeiture of my/our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this bid be accepted, I/We agree to abide by and fulfil all the terms and conditions and provisions of this bid. No interest is payable on earnest money deposit and/or security deposit.
5. If this bid is accepted, I/We undertake to enter into, 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 extended this bid together with your acceptance thereto shall constitute a binding contract.
6. I/We agree that if my/our bid is accepted, I/We am/are to be jointly and severally responsible for the due performance of the contract.

7. I/We understand that you are not bound to accept the lowest or any bid you may receive and may reject all or any bid without assigning any reason.

8. I/We confirm that all statements documents, information submitted/given with this bid or in support of bid is/are true, genuine, authentic, legitimate and valid. I agree that at any time before award of work or after award to selected/successful bidder in case any of these statement document, information is/are found incorrect, false, wilful misrepresentation or omission of facts or submission of false/forged documents, the EMD/Security deposit submitted by me/us shall be forfeited by IWAI.

9. I/We certify that the bid submitted by me/us is strictly in accordance with the terms, conditions, specifications etc. as contained in the bid 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 bid for an on behalf of

(Name and address of firm)

M/s

.....

.....

Telephone Nos.

FAX No.

Witness:

Signature:

Name :

Occupation:

Address:

.....

Telephone nos.:

Instruction for submission of Bid

1. All covering letters and information to be included in the bid shall be submitted along with the bid itself.
2. Tender should be submitted in two covers viz. separate sealed Envelope-1 (containing technical bid) and Envelope-2 (containing price bid) and both of these covers should be placed in an envelope duly super scribing clearly the name of the work **“BID FOR Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartments at Sector-34, Noida”** and **“TO BE OPENED BY THE ADDRESSEE ONLY”** written prominently. The full name, postal address and Telex/telegraphic address of the Bidder shall be written on the bottom left hand corner of the sealed envelope. Further envelope containing each part shall be superscripted as under:
3. The first cover/envelope containing Part-1 shall be submitted along with the following documents and the cover should be super scribed with **“ENVELOPE-1 : TECHNICAL BID FOR Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartments at Sector-34, Noida**
 - a) Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
 - b) Earnest Money Deposit of Rs. 30,000/- (Demand Draft in favour of ‘IWAI Fund’ payable at Noida).
 - c) Copy of document in the respect of registration with MES, Railways, CPWD, or any central/state Govt. organization.
 - d) Documents in support of the address of the firm.
 - e) Memorandum of Association & Article of Association/Partnership deeds, as applicable.
 - f) Tenderer shall furnish Copy of list of the working persons and supervisory persons he wish to deploy in this job along with their experience details.
 - g) Letter of Authority for signing and negotiation of bid.
 - h) Copy of Document in the respect of PAN, Service Tax and VAT.
 - i) Copy of the credential certificate obtained from a Govt. Deptt./PSU/Autonomous Body regarding satisfactory performances.
 - j) Any additional relevant information to be furnished by the bidder.

The Second cover containing Part-2 shall be submitted along with the following documents and the cover should be super scribed with **“ENVELOPE-2:PRICE BID FOR Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartments at Sector-34, Noida.**

- a) Schedule of prices duly filled in.

It may please be noted that:-

- (a) The price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.
 - (b) Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened in the presence of bidders or their authorized representatives who may like to be present, on a suitable date to be intimated to such tenderers separately.
4. Bidders are advised to submit their offers strictly based upon the detail terms and conditions contained in “INSTRUCTION TO BIDDERS” being a part of this tender document and not to stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated in part – I of the tender. IWAI reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.
5. IWAI reserves the right to reject any or all bids without assigning any reasons.
6. Bids received late at IWAI’s office after the stipulated last date and time for receipt of bids due to any reason whatsoever, will not be considered. Bids shall be adjudged as non-responsive due to any of the following reasons:
 - (a) Bids submitted after the due date and time.
 - (b) Bids submitted without Earnest money,
 - (c) Bids submitted without certificate(s) in respect of the financial and technical qualification criteria.
 - (d) Bids submitted without documents to establish the eligibility criteria.
 - (e) Bids submitted without photocopies of the receipted copies of VAT, IT and PF Returns from the respective Competent Authority.
 - (f) Qualified Price Bid.
 - (g) Any other reason as applicable.
7. The bid can only be submitted in the name of the bidder in whose name the bid documents are issued by IWAI.
8. Any annotation or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Bid filled in any other language will be summarily rejected.
9. The firms interested in the work must have a good track record and must not have been black-listed by any Government Organization/ PSUs / Statutory Body in course of last 5 years. Bids of such black listed firms will not be considered by the Authority.
10. Bidder shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidders’ organization as following:
 - (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.

- (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
11. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
 12. The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be completed and free from ambiguity, change or inter-lineation.
 13. If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
 14. Bidder shall set their quotation in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material / equipment" etc. is liable to be rejected.
 15. IWAI shall have a unqualified option under the said bid bond to forfeit the EMD in the event of Bidder failing to keep the bid valid upto the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the work to the Bidder.
 16. The EMD shall be retained with the IWAI until finalization of tenders. If any statements documents/information submitted by tenderer is found false/incorrect, willful misrepresented or omission of facts or fake/forged documents, the EMD shall be forfeited.
 17. IWAI shall, however, release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. EMD of successful bidder will be converted into security refundable deposit. In case of any breach of contract, EMD will be forfeited.
 18. The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit or performance guarantee in accordance with tender conditions, EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.
 19. IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.

DEFINITIONS

1. The contract means the documents forming the tender and acceptance thereof and the format 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 and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them;
 - (i) The expression work or works shall unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original offered substituted or additional.
 - (ii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iii) The 'Employer' means the Chairman, Inland Waterways Authority of India and his successors.
 - (iv) The 'Engineer-in-charge' means the Engineer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Employer.
 - (v) 'IWAI/Authority/Department/Owner' shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI.
 - (vi) The 'Site' shall mean premises no. A-13, Sector – 1, Noida of owner on which the works are to be executed under this contract.
 - (vii) The term 'Day' shall mean a calendar day beginning and ending at midnight.
 - (viii) The term 'Week' shall mean seven consecutive calendar days.
 - (ix) The term 'Month' shall mean the English calendar month.
 - (x) District specifications mean specifications followed by the State Government in the area where the work is to be executed.
 - (xi) Tendered value means the value of the entire work as stipulated in the letter of award.
 - (xii) Excepted Risk are risks due to riots (other than those on account of contractor's employees) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military of usurped power, any act of Govt. damages, acts of God, such as earthquake, lightning and unprecedented flood and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Govt. of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Govt., faulty design of works.
 - (xiii) Market rate shall be rate as decided by the Officer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in tender to cover all overheads and profits.
 - (xiv) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender to the tender papers or the standard schedules of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.

Interpretation Clause

- The 'Chairman' means the Chairman of Inland Waterways Authority of India.
Word Importing the singular number only includes the plural number and vice versa.

General Conditions

1. All supplies proposed to be obtained on contract is as notified in Notice inviting Tender published in News Papers.
This NIT will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender and the percentages, to be deducted from bills, copies of the Specifications and any other documents required in connection with the work, signed for the purpose of identification by the Engineer-in charge. These documents shall also be open for inspection by contractor at the office of the Inland Waterways authority of India during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a valid power-of attorney authorizing him to do so, such power of attorney shall be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made to a firm must also be signed by the several partners except where the contractors are described in their tender is a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the supplied form stating at what rate he is willing to undertake each item of the work. Tenderers who purpose alteration in the work specified in the said NIT or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable for rejection. No single tender shall include more than one work. But contractor wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Officer-in charge or his duly authorized representative will open tenders in the presence of any intending bidders who may be present at that time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign, copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the respective bidder.
6. The Officer inviting tenders shall have the right of rejecting any or all of the tenders without assigning any reason and will not be bound to accept the lowest tender.
7. The receipt of the Finance Department for any money paid by the contractor will be considered as payment to the Officer-in-charge and the contractor shall be responsible foreseeing that he produces a receipt signed by the Officer-in-charge or the authorized signatory of finance department of Inland Waterways Authority of India (IWAI), Noida.
8. The person/persons, whose tender(s) may be accepted (herein after called the contractor) shall permit IWAI/Govt. at the time of making any payment to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount to 5% of the total cost of the work. Such deduction to be held by Govt. by way of security deposit provided always that the Govt. for this purpose should be entitled to recover the amount from each running bill unit the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit. In case security deposit is reduced by reasons of any deductions or sale as aforesaid the contractor shall within 10 days make good in cash or demand draft in favour of the Inland Waterways Authority of India. The security deposit shall be

collected from the running bills of that contractor at the rates mentioned above and the earnest money if deposited at the time of tender will be treated as part of security deposit. No interest shall be payable on security deposit or Earnest Money Deposit.

9. The Security Deposit of Contractor shall not be refunded before the expiry of the three months after completion of the work.

A) Clauses:

1. The contractor is to complete his work under this contract on or before the date mentioned in the tender failing which he shall be subject to pay or allow deduction of one percent on the total amount of the contract for every week of delay subject to a total deduction of 10% of the tender value/agreement amount or the value of final bill whichever is more as liquidated damages to the IWAI.
2. In every case in which the payment or allowance mentioned in clause I shall have incurred for ten consecutive days, the Officer-in-charge shall have the power to annul the contract and have the supply completed at the contractor's risk and expenses without any further notice to him and the contractor shall have no claim to compensation for any loss that may incur in any case.
3. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Officer-in-charge who shall grant it in writing if there are reasonable ground for it, and without such Authority in writing by the Officer-in-charge, the contractor shall not claim exempted from the fine liveable under Clause 2. For the completion of the rest of the works the contractor shall be entitled such extension of time as may be determined by the Officer-in-charge.
4. The contractor shall inform the Officer-in-charge of his intention of making delivery of materials and on the materials being approved the Officer-in-charge or his authorized representative shall grant a receipt to him and no material will be considered as delivered until so approved.
5. On the completion of the delivery of materials the contractor shall furnish with a certificate to that effect to the Officer-in-charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stacked or placed in such position as be pointed out to him.
6. If at any time after the commencement of the supplies the Chairperson, IWAI/Government shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be supplied, the Officer-in-charge shall in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the IWAI/Govt. there under at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given:
 - (a) The Officer-in-charge shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expiry of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.
 - (b) The contractor shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.
7. No payment should be made for a work estimated to cost rupees five thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand and contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the

satisfaction of the Officer-in-charge, whose certificate of the sum of payable shall be final and conclusive against the contractor.

8. Payment due to the contractor may, if so desired by him, be made to his bank instead direct to him, provided that the contractor furnishes to the Officer-in-charge (1) an authorization in the form of legally valid documents such as a power of attorney containing authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Govt. before settlement by the Officer-in-charge of the account of claim by payment to the bank while the receipt by such bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible present his bills duly receipted and discharged through his bankers.
9. Nothing herein contained shall separate to create in favour of the bank any rights or equate vis-à-vis the IWAI.
10. The materials shall be of the best description and in accordance with the specification and the contractor shall receive payment for such materials only when these are approved and passed by the Officer-in-charge.
11. In the event of the material being considered by the Officer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Officer-in-charge then such rejected material shall be removed at the contractor's risk and the expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.
 - (a) The contractor/supplier hereby declares that the goods, stores, articles sold or to be sold to the IWAI/Govt. under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the tender document and the contractor/seller hereby guarantees that the said goods/stores articles shall continue to confirm to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/stores/article to the Officer-in-charge and that notwithstanding the fact that the Officer-in-charge may have inspected and on approved the said good articles be discovered not be conforming to the description and quality/aforesaid or to have deteriorated (and the decision of the Officer-in-charge will be entitled to reject the said good/stores/articles or such portion thereof as may be discovered not to confirm to the said description and quality). On such rejection the goods/articles stores will be at the contractor's risk and the provisions contained in the tender document shall mutates mutendis apply to the removal of the goods/stories/articles rejected under this clause. The contractor/seller shall if called upon to replace the said goods/stores/ articles or such portion thereof as has been rejected by the Officer-in-charge or otherwise the contractor/seller shall pay to the IWAI such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the IWAI/Govt. in that behalf under this contract or otherwise.
12. If the contractor or his work people or servants shall break, deface injure or destroy buildings, road, fence, enclosure, water pipes, cabbies, drains, electric or telephone posts or wires, tress, grass or grass land or any other property belonging to IWAI or any other contractor working in the same premises where the materials are being supplied, he shall make good the same at his own expense and in the event or his refusing of failing to do so the damage shall be made good as required at his expense by the Officer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.
13. The contractor shall supply at his own expense all tools, plant and equipment required for the due fulfilment of this contract and the material shall remain at his risk till the date of final completion, unless it is removed for use by the Officer-in-charge.

14. No material shall be brought to site or delivery given on Sunday or holidays without the written permission of the Officer-in-charge. Normally all material shall be delivered during office hours and with prior information to the Officer-in-charge.
15. This contract shall not be sublet without the written permission of the Officer-in-charge. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss.
 - a) The Engineer-in-charge shall have power to make any alteration, omissions, additions or substitutions in the original specifications, drawings, designs, and instruction that may appear to him be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any such instruction which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitution shall not invalidate the contractor, and altered, additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect for which he agreed to do the main work, and at the same rates, as specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantities and the certificate of Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class of materials, for which the rate is specified on this contract than such class of materials shall be supplied at the rates entered in the schedule of rates of the main contract direct on which the estimated cost shown in the tender is passed and in such class of materials are not entered in the schedule of rates of the main contract direct on which the estimated cost shown in the tender is passed and in such class of materials are not entered in the said schedule of rates than the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which he intends to charge for such class of materials and if the Engineer-in-charge does not agree to his rate he shall give notice in writing and be at liberty to cancel this supply, such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereof the rates shall have been determined as lastly herein before mentioned time and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by the Engineer-in-charge. In the event of any disputes the decision of the Chairman, IWAI shall be final and binding to all.
- 16.1 (a) In every case in which by virtue of the provision Section 12 Sub Section (1) of the workman's Compensation Act, 1923, Govt. is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with at prejudice to the rights the Govt. under Section 12, Sub Section (2) of the said Act Government shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from any sum due by IWAI/Govt. to the contractor whether under this contract or otherwise.
 - (b) IWAI/Govt. shall not be bound to contest any claim made against it under Section 12, Sub-Section (1) of the said Act, except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.

16.2 (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation: "Fair Wages" means wages whether for time or place work notified at the time of inviting tender for the work and where such wages have not been so notified the wages prescribed by the Government for the district in which the work is done.

- (b) The contractor shall notwithstanding the provisions of any contract to the contrary to it pay fair wages to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with be the C.P.W.D. contractor's labour Regulations made by Government from time to time in regard payment wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wages register, wage cards, publication of scale of wage and other terms of employment, inspection and submissions of periodical returns and all other matters of a like nature.
- (d) Under the provision of the minimum Wages Act, 1948 and the minimum wages (Central) Rules 1950 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty in the event of default the Officer-in-charge concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labours and pay the same to the persons entitled thereto from money due to the contractor.
- (e) Vis-à-vis the Central Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contracts.
- (f) The regulations aforesaid shall be deemed to be a part of contract and any breach thereof shall be deemed to be breach of this contracts.

16.3 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the C.P.W.D. and its contractors.

16.4 In the event of the contractor(s) committing default of any of the provisions or of the Central Public Works Department Contractor's Labour Regulations or Model Rules for the protections of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is incorrect he/they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs.50.00 per every default/breach or furnishing/making /submitting/filling such materially incorrect statement and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced of the 50/- per day for each day of default subject to a maximum of 5 %, of the estimated cost of the work put to tender. The decision of the Officer-in-charge shall be fine and binding on the parties.

16.5 The contractor(s) shall make necessary arrangements for keeping the same area sufficiently lighted to avoid accidents to the workers.

- 16.6 Sanitation: The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to rules of the Local Public health and Medical Authority.
- 16.7 In respect of all labour directly or indirectly employed in the work for performance of the contractor's parts of this agreement the contractor shall at his own expense arrange for the safety provision as per C.P.W.D. safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails for making arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.50/- for each default and in addition the Officer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.
17. On the breach of any terms or conditions of this contract by the contractor, the said owner/IWAI shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to release and retain the same as damages and compensation for the said breach but without prejudice to right of the said owner/IWAI to recover any further sums as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.
18. Without prejudice to any of the right or remedies under this contract. If the contractor dies the Officer-in-charge on behalf of Chairperson, IWAI shall have the option of terminating the contract without compensation of the contractor.
19. (1) Whenever any claim against the contractor for the payment of a sum or money arises out or under the contract, IWAI shall be entitled to recover such sum by appropriating in part or whole time the security deposit of the contractor and to sell any of his equipment etc. at site. In event of the security being insufficient or if no security has been taken from the contractor then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time thereafter may become due to the contractor under this or any other contract with the Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to IWAI/Government on demand the balance remaining due.
- 19.(2) IWAI/ Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers abstract etc. to be made after payment of final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Government to recover the same from him in the manner described in sub clause(1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination, it is found that contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by IWAI to the contractor.
19. (3) PROVIDED that IWAI/Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Officer-in-charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the competent authority.

SPECIAL CONDITION

1.0 Scope of the work:

- 1.1** Repair and maintenance of IWAI staff flats/quarters in Udaygiri and Arawali apartments, Sector-34 Noida shall include all the works required for renovation of flats/quarters and making them livable including civil, plumbing and electrical works. After carrying out these works the flats/quarters and making these fit for occupation by the staff of IWAI.
- 1.2** The work is to be done in different flats / quarters at different floors. A list of these flats / quarters along with the floor number is given as Annexure-III.

2.0 Rates:

- 2.1** The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract taxes), duties and levies, octroi and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary constructional storage, risks, overhead charges general liabilities/obligations and clearance form local authorities. However, the fee for inspections shall be borne by the department.
- 2.2** Rate quoted shall be applicable for all floors including scaffolding, staging, material lifting arrangements, etc. as may be required for satisfactory completion of work.

3.0 Payment

- 3.1** The payment will be made only for the quantity actually supplied, executed and certified.
- 3.2** Payment will be made on completion of each item of work. However, payment of part quantity would be considered. Contractor shall submit their running bill for the payment after the measurement is recorded by the representative of the Engineer-in-charge in the measurement books. Part rate payment will not be permitted.
- 3.3** Necessary deduction for TDS etc. shall be made from the bills.
- 3.4** Security Deposit: Security Deposit shall be deducted from each running bill and the final bill to the extent of 10% of the gross amount payable subject to maximum limit of 5% of the tendered value of work. The earnest money deposit shall be adjusted against this security deposit. The security deposit value shall be released on the expiry of guarantee period stipulated in the contract.

3.0 Period of Completion

The completion period of 4 Months indicated in the tender documents is for the entire work of planning, mobilization and execution to the satisfaction of the Engineer-in-charge.

4.0 Performance Guarantee:

- 4.1** The tenderer shall guarantee among other things, the following
- (a) Quality, strength and performance of the materials used.
 - (b) Workmanship.
 - (c) Satisfactory operation during the maintenance period.

4.2 The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent. This guarantee shall be in the form of government securities of fixed deposit receipts or guarantee bonds of any scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the Competent Authority.

5.0 Guarantee

5.1 All equipments shall be guaranteed for a period of 12 months from the date of taking over the installation by the department against unsatisfactory performance and /or break down due to defective design, workmanship of material. The equipment's of components, or any part thereof, so found defective during guarantee period shall be forth with repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.

6.0 Power Supply

Electric supply shall be arranged by the tenderer on their own cost.

7.0 Water Supply

Water supply shall be arranged by the tenderer on their own cost.

8.0 General Specification

8.1 The material and work shall conform to the latest version of relevant codes/specifications of Bureau of Indian Standard and as per direction of Engineer-in-charge or his authorized representative.

8.2 The work is to be done in such a way that the occupants living on other floors of the same block are not affected / disturbed.

8.3 No form regarding sales tax, trade tax or any other exemption, etc. will be supplied by IWAI. However, department would assist for the contractor for arranging these documents at contractor's cost by writing to the concerned authorities only. Supply or arrangement of these forms, if required, shall be responsibility of the contractor.

8.4 All labours, materials, tools plants, machinery, equipments, and any other things required for execution for work shall be arranged by the contractor at his own cost. Contractor shall ensure the satisfactory completion of work.

8.5 All arrangements for establishment, watch & ward of stores and security of sites, permits, license, appropriate vehicles for transportation, handling, etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.

8.6 The cost associated with preparation and submission of bid shall be borne by the bidder. The cost of stamp duties, etc. required in connection with contract agreement shall be borne by the bidder.

- 8.7 The Engineer-in-charge may issue instructions to the contractor; which may be necessary for the Contractor to perform his obligations under the contract. The contractor or his authorized representative shall be available for taking the instructions from the Engineer-in-charge or his authorized representative.
- 8.8 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. The Contract Price covers all the Contractor's obligations under the Contract and all things necessary for the proper design. Execution and completion of the works.
- 8.9 The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise dust, gases, fuel and other results of his operations.
- 8.10 On the completion of the works, the contractor shall clear and remove from the site all construction plants, temporary works, surplus materials and rubbish of every kind and leave the site and Flats clean to the satisfaction of the Officer in charge.
- 8.11 The contractor shall inspect the site before quoting their rates so that the extent of civil, electrical, plumbing and associated works for repair and maintenance of the flats / quarters are known to them and the rates are quoted accordingly.
- 8.12 If at any time, during the execution of this order, Contractor is unable to execute the work within the specified schedule, IWAI shall be entitled, at their option to terminate the order without prejudice, to any other rights IWAI may have as a result of the failure on contractor's part. IWAI shall have the right to execute the work it from other sources at contractor's risk and cost by giving a suitable notice.
- 8.13 The material supplied and installed shall be guaranteed against any defect or workmanship for a period of 12 calendar months from the date of completion. During this guarantee period, in case of any defective material or workmanship, contractor will undertake to repair or replace any part, assembly or portion thereof, at the site without any cost to IWAI. He will also undertake to attend complaint at the site within 24 hours of getting the intimation either by telephone, letter or fax. The guarantee shall be given by the contractor on non-judicial stamp paper before the submission of final bill. Normal wear and tear of moving parts would be allowed. No repair under guarantee period due to negligence of the allot tee would be considered.
- 8.14 The Contractor shall execute and complete the works in accordance with the contract, and shall rectify the defects in the works.
- 8.15 Contractor shall start the work in lots of 10(Ten) flats at a time and after completion of works in these 10 flats he shall proceed for next lot of 10 flats. The priority of flats which are required to be completed first will be given by the Officer-in-charge. After satisfaction of the Officer-in-charge, the next lot of flats would be allowed for undertaking execution of works by the contractor.

9.0 Validity

Tenders shall be valid for acceptance for a period of 90 days from the date of opening of price bid.

10.0 Indemnity

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and

Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising therefrom during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

11.0 Cooperation with other agencies

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

12.0 Mobilization Advance

No mobilization advance shall be paid for this work.

13.0 Insurance and Storage

All consignments are to be duly insured the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

14.0 Interpreting Specifications

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- (a) Schedule of quantities
- (b) Technical specifications
- (c) Drawing (if any)
- (d) General Specifications
- (e) Relevant IS or other international code in case IS code is not available.

15.0 Specifications

The work shall be carried out as per CPWD General Specifications for civil works 2009 with upto date correction slips and CPWD General Specifications for Electrical Works and as per directions of Engineer-in-charge.

16.0 Programme Chart

- 16.1 The Contractor shall prepare an integrated programme chart in MS Project software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in-Charge within ten days of award of the contract. **A recovery of Rs. 1000/ shall be made on per day basis in case of delay** in submission the above programme subject to a max. of **Rs. 20,000/-**.
- 16.2 The programme chart should include the following:
- (a) Descriptive note explaining sequence of the various activities.
 - (b) Network (PERT / CPM / BAR CHART).
 - (c) Programme for procurement of materials by the contractor.
 - (d) Programme of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
- 16.3 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above, the contractor shall produce a revised programme showing the modifications to the approved programme to ensure completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge.
- 16.4 The submission for approval by the Engineer-in-Charge of such programme or the furnishing of such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the contract.

17 Force Majeure:

- 17.1 If at any time during the continuance of this contract, it becomes impossible by reason of war, warlike operation, strikes, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods; then the contractor shall during the continuance of such calamities be not bound to execute the contract provided always that the work shall be resumed immediately on the cessation or otherwise termination of the calamity and his obligations under various clauses of this contract shall continue to be in force and time necessary for the fulfillment of his obligation shall be extended correspondingly to the period for which the calamity lasted.
- 17.2 Non availability of power due to any reason shall not constitute force majeure.
- 17.3 Contractor will inform the Officer in charge by fax, followed by confirmation by registered post, with appropriate documentation in support of the beginning and end of force majeure conditions as per clause stated above, execution/delivery period will suitably be extended by Officer in charge if the cause for the delay are beyond the control of contractor and are covered under the clause 24.1 above.

18.0 Unsatisfactory Performance

- 18.1 In case of unsatisfactory performance / progress / services by the Contractor, IWAI shall have the right to issue a show cause notice to the contractor requiring him to explain the reason thereof.
- 18.2 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.

19.0 Notice

- 19.1 All notices and communications under the Contract shall be given in writing and any oral orders / instruction given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 19.2 All instruction notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor or his authorized representative , or left at, or posted to the address given by the contractor or his authorized representative or to the last known place of his residence or business of the contractor 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.
- 19.3 This contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both parties and subject to the approval of the concerned authorities.

20.0 Jurisdiction

Only the Courts in Noida (Gautam Budh Nagar) shall have jurisdiction to entertain try and determine or adjudicate all section, Suits and legal proceedings arising out of or in relation to these proceedings arising out of arbitration or otherwise between the parties.

21.0 Laws Governing The Contract

This contract shall be construed and interpreted in accordance with and shall be governed by the laws of India, which have the most intimate connection with the performance of obligation of parties and the proper laws of the Contract.

TECHNICAL SPECIFICATIONS

A. GENERAL

- (i) The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidance only).
- (ii) The work shall be executed as per the latest CPWD specifications.
- (iii) Rate of extra and substitute items are to be calculated as per CPWD norms and specifications.

B. CIVIL WORK

- (i) All stone aggregate shall be of hard stone variety.
- (ii) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality. Sand to be got approved from the officer-in-charge and screened as required.
- (iii) Painting, White Washing and Distempering.
 - (a) Synthetic enamel paint/Dry distemper shall be brought in original containers and in sealed tins, packets.
 - (b) All other materials used in painting work other than brand specified in list of approved materials shall be approved by the officer-in-charge prior to start of work.
 - (c) All painting work shall be carried out strictly as per the manufacturer's specification. The surface shall be prepared by removing of whitewash/enamel paint/distemper by scraping and sand papering and before applying the coat the prepared surface shall be got approved by the officer-in- charge.

C. SANITARY AND WATER SUPPLY

- (i) The contractor shall be responsible of the protection of sanitary and water supply fittings and also against breakage during the period of fixation and thereafter until the flats are handed over.
- (ii) All sanitary and water supply lines shall be tested in the presence of the officer-in-charge or his representative.

D. STEEL WORK

- (i) Frames: Both the fixed and openable frames shall be made of sections which have been cut to length and mitred. The corner of fixed and openable frames shall be welded to form a solid fused welded joint conforming the requirements given below. All frames shall be square and flat. The process of welding adopted shall be flush but welding.
- (ii) The section for glazing shall be tennoned and riveted into the frames and where they intersect the vertical tie shall be broached and horizontal tee threads through it, and the intersection closed by hydraulic pressure.
- (iii) For fixing steel hinges, slot shall be cut in the fixed frame and hinges inserted inside and welded to the frame at the back. The hinges shall be of projecting type with thickness not less than 3.15 mm and length not less than 65 mm and width not more than 25 mm. Non projecting type hinges may also be allowed of approved by the Engineer-in-Charge. The diameter of hinge pins shall not be less than 6 mm. the hinge pin and washer shall be of galvanized steel or aluminum alloy of suitable thickness.

- (iv) For fixing hinges to inside frame, the method described above may be adopted but the weld shall be cleaned, or the holes made in the inside frame and hinge riveted.
- (v) The contractor shall prepare and submit working/ shop drawing for leader and trap-door before execution of work for approval of Engineer-in-Charge.

(E) ELECTRICAL WORK

- (i) work shall be carried out as per CPWD General Specification for Electrical works (part-I internal) latest as amended up to 31-12-2013.
- (ii) At the completion of the work and before issuance of certificate of virtual completion, the contractor shall submit to the Engineer-in-charge layout drawing drawn on tracing film and approved scale indicating the complete wiring as installed.
- (iii) The contractor shall be deployed licensed supervisors and skilled workers having valid permits as for the regulation of Indian Electricity rule and local Electrical inspectors requirements.

LIST OF ACCEPTABLE MATERIAL

CIVIL WORK

S. No.	Name of Material	Make/Brand Name
1.	Cement	Birla, J.K., L & T, ACC, Shree Ultra
2.	Water proofing compound	Dr. fixit
3.	White Cement	J.K. ,Birla
4.	Dry Distemper	Castle (British Paints), Diamond (Shalimar Paints), Super Jensolin (Jenson & Nocholson), Murason (Garware Paints)
5.	Synthetic Enamel Paints	Asian Paint, , Nerolac , Shalimar Paints, Berger Paints
6.	Water Proofing Cement Paint	Super Snowcem, Durocem (British Paint), Shalimar Paint,
7.	MS Sections	Jindal, Rana, Jai Bharat
8.	MS Tube	Rana, Jindal, Koyal
9.	Wire/Cable	Havells, Finolex, Skytone, Kalinga
10.	PVC Conduit & Fittings	AKG, CCK, Prakash
11.	Switch & Sockets	Anchor, Havells

SANITARY AND WATER SUPPLY

1.	S.C.I. Pipe & Fittings	NECO, RIF
2.	CPVC Pipe	Prince, Austral

ANNEXURE- I

PROFORMA FOR AGREEMENT

(TO BE SUBMITTED ON RS.100/- NON JUDICIAL STAMP PAPER)

CONTRACT AGREEMENT FOR THE WORK OF

Made this Day of.....

Between..... M/s

Hereinafter called the “Contractor” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part; and Inland Waterways Authority of India, A-13, Sector- 1 Noida- 201301 (U.P.) hereinafter called the “OWNER” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

- a) OWNER being desirous of getting executed the WORK mentioned, enumerated or referred to in the Bid Document including Notice Inviting Tender, Instruction to Bidders, General Condition of Contract, Special Conditions of Contract, Specifications, Time Schedule, Letter of Acceptance of Bid and other documents has invited Bids.
- b) CONTRACTOR has inspected SITE and surroundings of WORK specified in the Bid Documents and satisfied himself by careful examination before submitting his Bid as to the nature of the quantities, nature and magnitude of WORK, availability of equipment etc. necessary for the execution of WORK, the means of access to SITE, the position of supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bid Document or having any connection therewith, and has considered the nature and extent of all probable and possible situation, delays, hindrances or interferences to or with the execution and completion of WORK, to be carried out under this CONTRACT, and has examined and considered all other matters condition and things and probably and possibly contingencies, and generally all matters incidental thereto and ancillary thereof effecting the execution and completion of WORK and which might have influenced him in making his Bid.
- c) The Invitation to Bid, instructions to Bidders, General Conditions of Contract, Description of Works and specifications, Plans, Time Schedule, Letter of Acceptance of Bid any and any other documents and enclosures, copies of which are hereto annexed are included in the expression “CONTRACT” :

AND WHEREAS

OWNER accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in the letter of award of work upon the terms and subject to the conditions of Contract.

Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby covenants with OWNER that CONTRACTOR shall and will duly provide, execute and complete the work and things in CONTRACT, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion or stipulations mentioned in CONTRACT.
2. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the Owner does hereby agree with CONTRACTOR that OWNER will pay to Contractor the respective amount for the work actually done by him and approved by Owner as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract; such payment to be made at such time and such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by Owner to Contractor as set forth in CONTRACT and such other sums as may become payable to Owner towards loss, damage to the OWNER's equipment, materials etc. and such payments to be made at such time and in such manner as in provided in the CONTRACT.

IN WITNESS WHEREOF Parties executed these presents on the day and the year above written.

Signed and Delivered for
and on behalf of
CONTRACTOR

.....
.....

Signed and Delivered for
and on behalf of
OWNER (IWAI)

.....
.....

Date:

Date:

Place:

Place:

In presence of Witness (Signature with Name & Address)

1.
.....
2.
.....

1.
.....
2.
.....

PROFORMA FOR EXPERIENCE

DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

(SEPARATE SHEETS MAY BE ATTACHED)

NAME OF ORGANISTON	NAME OF WORK	CONTRACT VALUE	SCHEDULED DATE OF COMPLETION (EXTN. OF TIME IF ANY)	ACTUAL REASON FOR DELAY IN COMPLETION
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ANNEXURE – III

LIST OF IWAI STAFF FLATS/QUARTERS IN UDAYGIRI AND ARAWALI APARTMENTS, SECTOR – 34, NOIDA.

(A) ARAWALI APARTMENTS, B- 3, SECTOR – 34, NOIDA

S. No.	FLOOR	Flats/quarters Nos.	Qty. in number
1.	(a) Ground Floor	202	1 No.
2.	(b) First Floor	204	1 No.
3.	(c) 2 nd Floor	205, 206	2 No.
4.	(d) 3 rd Floor	151, 152, 159, 160, 167, 168, 175, 176, 183, 184, 191, 192, 199, 200, 207, 208, 215, 216, 223, 224, 231, 232, 239, 240	24 Nos.
		Total	28 Nos.

(B) UDAYGIRI APARTEMENTS, B- 9, SECTOR- 34, NOIDA

S. No.	FLOOR	Flats/quarters Nos.	Qty. in number
1.	(a) 2 nd Floor	10C, 37C, 50C,	3 Nos.
2.	(b) 3 rd Floor	2D, 3D, 4D, 5D, 5D, 6D, 7D, 8D, 9D, 10D, 11D, 12D, 19D, 29D, 54D, 57D, 58D,	15 Nos.
		Total	18 Nos.

(C) UDAYGIRI APARTEMENTS, B- 10, SECTOR- 34, NOIDA

S. No.	FLOOR	Flats/quarters Nos.	Qty. in number
1.	1 st Floor	132 B, 137B	2
2.	2 nd Floor	89C, 212C,	2
3.	3 rd Floor	102D, 156D, 171D	3
		Total	7 Nos.



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

A-13, SECTOR-1

NOIDA – 201 301 (U.P)

TENDER NO. : IWAI/PR/RE/Flats/01/2014

Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and
Udaygiri Apartments at Sector-34, Noida.

PART – II

PRICE BID

Bill of Quantities

Name of Work: - Repair and maintenance of IWAI Staff Flats/Quarters in Arawali and Udaygiri Apartment at Sector-34, Noida.

Item No.	Description of items	Qty.	Units	Rate	Amount
A	Civil Works				
1	Repair to plaster of thickness 12 mm to 20 mm in patches 2.50 sq. metres and under including cutting the patch in proper shape, ranking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground with in 50 m lead:-				
a)	With cement mortar 1:4 (1 cement: 4 fine sand.) (DSR item No. 14.1.1/page 237)	300.00	Sqm.		
2	Extra for plastering exterior walls of height more than 10 m from ground level for every additional height of 3 m or part there of (DSR item No. 13.22/page-223)	50.00	Sqm.		
3	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1cement: 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge. (DSR item No. 13.12/page 223)	80.00	Sqm.		
4	Providing and fixing chicken mesh with nails in RCC structure between 2 lair of plaster. (Non schedule item)	50.00	Sqm.		
5	Providing and applying cement slurry coat mixed with water proofing cement compound over 22 mm thick layer of cement mortar 1:4 (1 cement : 4 coarse sand) admixed with water proofing compound on terrace after racking of joints and filling with cement mortar 1:3 (1 cement : 3 coarse sand) as required. (Non-Schedule item)	600.00	Sqm.		
6	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repair to scratches etc. complete. (DSR item No. 14.43/page-241)	1,000.00	Sqm.		
7	Removing water proofing cement paint by scrapping and sand papering and preparing the surface smooth including necessary repair to scratches etc. complete. (Same as DSR item No. 14.43/page-241)	3,200.00	Sqm.		

8	White washing with lime to give an even shade:				
a)	Old work (two or more coats) (DSR item No. 14.42.1/page-241)	500.00	Sqm.		
9	Distempering with dry distemper of approved brand and manufacture (two or more coats) of required shade on new work, over and including water thinnable priming coat to give an even shade. (DSR item no. 13.40/ page - 225)	800.00	Sqm.		
10	White washing with lime to give an even shade:				
a)	(a) New work (Three or more coats) (DSR item No. 13.37.1/page-225)	200.00	Sqm.		
11	Finishing wall with water proofing cement paint of required shade :				
a)	Old work (one or more coats applied @ 2.20 kg/10 sq.m) over priming coats of primer applied 0.80 liters/10 sq.m complete including cost of priming. (DSR item no. 14.64.1/page-243)	3,000.00	Sqm.		
12	Finishing wall with water proofing cement paint of required shade				
a)	New work (two or more coats applied @ 3.84 kg/10 sq. m, (DSR item No. 13.44.1/page-225)	200.00	Sqm.		
13	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give and even shade:				
a)	One or more coats on old work (DSR item No. 14.54.1/page-242)	400.00	Sqm.		
14	Painting with synthetic enamel paint of approved brand and manufacture to given an even shade.				
a)	Two or more coats on new work. (DSR item no. 13.61.1 page no. 227)	200.00	Sqm.		
15	Repair of existing steel door frame and shutter made of MS tube, wire gauze and frame of MS angle or tee section etc. by replacement of wire gauze, required steel sanction, hinges and including cost of required screws and welding etc. complete. (Non-schedule item)	10.00	Nos.		

16	Providing and fixing MS hinges in existing doors and windows frame of size:				
a)	100 mm.	100.00	Nos.		
b)	75 mm..	200.00	Nos.		
17	Providing and fixing steel door shutter made of MS tube of size 50x35mm of 16 gauge with wire gauze and frames of mild steel angle of tee section of size 40x40x6mm. joints mitred and welded with 15x3 mm lugs 10 cm long embedded in cement concrete blocks 15x10x10 cm of 1:3:6 (1 cement: 3 coarse sand: 6 stone aggregate 12.5 mm nominal size) or with wooden plugs and screws or rawl plug and screws or with fixing clips or with bolts and nut as required including fixing of necessary butt hinges, screws, sliding door bolts, lock etc. complete as per direction of engineer-in-charge. (NON-SCHEDULE ITEM)	15.00	Sqm.		
18	Providing and fixing steel glazed window shutters of standard rolled steel section joints mitred and welded with existing window frame including providing and fixing of 4 mm thick glass panes with glazing clips and special metal sash putty of approved make complete including applying a priming coat of approved steel primer excluding the cost of metal beading and other fitting except necessary hinges as required. (Non-Schedule item)	100.00	Sqm.		
19	Providing and fixing steel wire gauze windows and ventilators of standard rolled steel sections, joints mitered and welded with 15x3 mm lugs, 10 cm long embedded in cement concrete block 15x10x10 cm of 1:3:6 (1 cement: 3 coarse sand : 6 stone aggregate 20 mm nominal size) or with wooden plug and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required with galvanized MS wire gauze of average width of aperture 1:4 mm with wire of dia 0.63 mm of approved make with necessary fixing arrangement like MS beading as required including applying a priming coat of approved steel primer and necessary hinges or pivots as required.				

a)	Window side hung (Non Schedule item)	50.00	Sqm.		
20	Providing and fixing bright finished brass casement window fasteners of minimum weight 200 grams to side hung steel windows with necessary welding and machine screws etc. complete. (Non-Schedule item)	100.00	Nos.		
21	Providing and fixing factory made ISI marked steel glazed doors, windows and ventilators, side/top/centre hung, with beading and all members such as F7D, F4B, F11B and K12B etc. complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tanned and riveted, including providing and fixing of hinges, pivots, including priming coat of approved steel primer, but excluding the cost of other fittings, complete all as per approved design, (sectional weight of only steel members shall be measured for payment).				
a)	Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of CC. 1:3:6 (1 cement: 3 coarse sand : 6 stone aggregate 20 mm nominal size). (DSR item no. 10.11 page no. 178)	500.00	Kg.		
22	Steel work welded in built up sections/framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required				
a)	In gratings, frames, guard bar, ladder, railing, brackets, gates and similar works. (DSR item no. 10.15 page no. 180)	200.00	Kg.		
B	Plumbing and Sanitary Work				
23	Providing and fixing soil waste and vent pipes:				
a)	75 mm dia metre sand cost Iron s&s pipe as low IS: 1729 (DSR item No. 17.35.2.1 page-291)	10.00	Mtr.		
b)	(b) 50 mm diameter sand cost iron S & S pipe (Non- Schedule)	10.00	Mtr.		
24	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00 m spacing. This includes				

	jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.				
a)	15 mm nominal outer dia-Pipes. (DSR item no. 18.7.1/page-319)	50.00	Mtr.		
b)	20 mm nominal outer dia-Pipes. (DSR item no. 18.7.2/page-319)	50.00	Mtr.		
c)	25 mm nominal outer dia-Pipes. (DSR item no. 18.7.3/page-319)	400.00	Mtr.		
C	Electrical Works				
25	Sub Main Wiring Supplying, receiving, storing, handling, fixing wiring for sub main start from meter 50 DB using 2x4.00 sqmm. Copper wire along with 1x1.00 sqmm. copper wire in :				
a)	In exposed system using 25 mm dia PVC conduit pipe of standard make and quality including all accessories complete as required (Non Schedule item)	50.00	Mtr.		
b)	In existing conduit (Non Schedule item)	50.00	Mtr.		
26	Point Wiring Supply of all materials, receiving, storing, handling, fixing laying wiring and testing for light point, fan exhaust fan, 6 a socket etc. DB to Point Control box using 2.00 sqmm. Copper conductor PVC insulated 1100 volts grade wiring cable & 1.5 sqmm. Copper wiring cable from point control box to the outlet exposed system using PVC channel of required size including all accessories complete as required.				
a)	One light point controlled by 6A flush type switch (Non Schedule item)	140.00	Nos.		
b)	One ceiling fan point controlled by 1 no. 6A flush type switch (Non Schedule item)	28.00	Nos.		
c)	One exhaust fan point controlled by 1 no. 6A flush type switch (Non Schedule item)	14.00	Nos.		
d)	One 3 pin 6A light plug socket outlet controlled by one No. 6A flush type switch (independent (Non Schedule item)	56.00	Nos.		

27	Power Wiring Supplying, receiving, storing, handling, fixing, wiring for power socket start from DB to power point using 2x2.5 sqmm. Copper wire along with 0.75 sqmm CU. wire at exposed system using PVC channel including all accessories complete as required as per direction of Engineer-in-charge. (Non Schedule item)	280.00	Mtr.		
28	3 Pin 16A Power Sockets Supplying, fixing and connecting the flush type power sockets with 16A SP switch in a suitable MS painted box with 3 mm. thick phenolic laminated sheet cover with brass screws. (Non Schedule item)	56.00	Nos.		
29	Replacement of following wiring in exposed system complete with screws, clips, batten or conduct with saddle clamps etc. complete as required and as per direction of Engineer-in-charge				
a)	2 x 1.00 sq. mm. + 1 x 0.75 sq. mm. copper wire (Non Schedule item)	280.00	Mtr.		
b)	2 x 1.5 sq. mm. + 1 x 0.75 sq. mm. copper wire (Non Schedule item)	560.00	Mtr.		
c)	2 x 2.5 sq. + 1 x 1.00 sq. mm. mm. copper wire (Non Schedule item)	280.00	Mtr.		
D	Misc. Work				
30	Repair of existing wooden cabinet in kitchen by using 19 mm thick, commercial board, mica, fevicol, nails, screws and hinges etc.	50.00	Sqm.		
31	Providing and fixing curtain rod matching with existing curtain rod including cost of screws, fitting etc. complete	200.00	Mtr.		
32	Providing and fixing 4 mm. thick glass panes in existing steel/wooden window shutter with bidding or sash putty including cost of nails, screws and bidding if required complete at all heights. (Non Schedule item)	50.00	Sqm.		
	TOTAL				

(Rupees....
