



# **TENDER DOCUMENT**

*FOR*

**SUPPLY OF AIR CINDITIONER (AC) ON HIRING  
BASIS FOR IWAI OFFICE AT IWT TERMINAL,  
GAIGHAT, PATNA, BIHAR**



**TENDER No. : 11-IWAI/P/ADMN(9)/2012-13**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**(Ministry of Shipping, Govt. of India)**

IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna - 800 007

Telephone No.0612-2630114 & 2630100



# INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)  
IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna - 800 007  
Telephone No.0612-2630114 & 2630100

No: **TENDER No. : 11-IWAI/P/ADMN (9)/2012-13**

Date: \_\_\_\_\_

To

**Sub:** Tender document for supply of Air conditioner (AC) on hiring basis for IWAI office, at IWT terminal, Gaighat, Patna, Bihar

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 the site to familiarize and submit your tender as per procedure explained therein.

The last date for receipt of tender is 18.03.2013 up to 1500 hours at the office of the Director, IWAI, IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna - 800 007.

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

Yours faithfully,

-Sd-

DIRECTOR



**INLAND WATERWAYS AUTHORITY OF INDIA**

IWT Terminal, Gaighat  
Patna- 800007 (Bihar).  
Ph: -2630100, 2630114,

**No: TENDER No. : 11-IWAI/P/ADMN (9)/2012-13**

Sealed tender are invited from the experience firm/Agency for supply of Air conditioner on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna. Estimated Cost of work/ Cost of tender paper/ EMD are available at web site. Date of sale: From 7-03-2013 to 16-03-2013. Last date for submission: 18-03-2013, date of opening 18-03-2013. Further details is available at web site [www.iwai.nic.in](http://www.iwai.nic.in).

**DIRECTOR**

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WARRANTY FORM

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## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna - 800 007

Telephone No.0612-2630114 & 2630100

### NOTICED INVITING TENDER FOR

No: TENDER No. : 11-IWAI/P/ADMN (9)/2012-13

- 1. Name of Work:** – For supply of Air conditioner in hiring basis for IWAI office at IWT Terminal, Gaighat, Patna
- 2. Earnest money **Rs 2500** and estimated cost of the work is **Rs 114324.00:****
- 3. Date of sale of tenders: From **07-03-2013** to **16-03-2013****
- 4. Last date of submission of tender: **18-03-2013** up to **15.00 hours.****
- 5. Date of opening of technical bid of the tender: **18-03-2013** at **15.30 hours****
6. Tender papers for above can be obtained from the office of the Director, IWAI, IWT Terminal, Gaighat Patna –800007 (BIHAR). Telephone Nos. 0612-2630114 & 2630100 on production of documentary evidence of similar work done, performance certificate, yearly turn over etc. The tenderer have to submit a copy of his PAN number along with the request for Tender Document on payment of **Rs 500.00** (Non-refundable) by Demand Draft of a Schedule bank payable at Patna, drawn in favour of “IWAI FUND”, Patna
7. The tender document can also be downloaded from the IWAI’s website “www.iwai.nic.in” Bidders the downloaded version of tender document are required to submit **Rs 500/- (Rupees five hundred only)** submitting i.e. an amount equal to the cost of tender document along with tender in the form of non refundable demand draft made in favour of ‘IWAI fund’ payable at Patna at any nationalized/ schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

sd  
**DIRECTOR**



## INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna - 800 007

Telephone No.0612-2630114 & 2630100

### No: TENDER No. : 11-IWAI/P/ADMN (9)/2012-13

- 1. Name of Work: Tender document for** For supply of Air conditioner on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna
- Inland Waterways Authority of India (IWAI) invites sealed tenders in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced firms/Agency for supply of Air conditioner on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna. The sealed tenders should super scribe the words "Tenders for supply of Air conditioner in hiring basis for IWAI office at IWT Terminal, Gaighat, Patna
- 3 Estimated Cost of the work and EMD requirement are as under:**

Sl. No	Name of work	Place of work	Estimated Cost (Rs. in Lakh)	EMD (in Rupees)
1.	For supply of Air conditioner on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna.	IWAI office at Gaighat, Patna,	114324.00	2500/-

### TERMS & CONDITIONS:

- Interested bidders may obtain non-transferable bid document by submitting non-refundable demand draft for Rs 5000/- (Rupees five hundred only) drawn in favour of "IWAI FUND" payable at Patna. Tender document will be available for sale from **07.03.2013 to 16.03.2013 between 10.00 hours to 17.00 hours (IST)** on any working day from Monday to Friday/ Saturday from the office of the -----

<b>DIRECTOR,</b>	<b>IWAI, IWT Terminal, Gaighat, Patna (BIHAR)</b>
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- The tender document can also be downloaded from the IWAI's website "www.iwai.nic.in". Bidders submitting the downloaded version of tender document is required to submit Rs 500/- (Rupees five hundred only) i.e. an amount equal to the cost of tender document along with tender in the form of demand draft made in favour of 'IWAI fund' payable at Patna at any nationalized/schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

- 6 The tenderer shall meet the following pre-qualification criteria:
- i. Tenderer shall submit Permanent Account Number issued by Income Tax Deptt.
  - ii. Documentary evidence on adequate financial and material resources including equipment for execution of the above works.
  - iii. Annual statement of accounts for last 1 year.
  - iv. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
  - v. The tenderer shall submit required Earnest Money Deposit in the form of demand draft. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause 6 shall be deemed to be rejected.
  - vi. The preference shall be given to the bidder having specific experience for supply of Air conditioner on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna
7. The complete bid as per the tender document should reach the office of Director, Inland Waterways Authority of India, IWT Terminal, Gaighat, Patna, Bihar. latest by 15.00 hrs. on 18.03.2013. The technical bid will be opened on same day at 15.30 hours in the presence of intending bidders.
8. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Director

## FORM OF TENDER

To,

THE DIRECTOR,  
INLAND WATERWAYS AUTHORITY OF INDIA,  
GAIGHAT, GULZARBAG  
PATNA-800007, BIHAR

**Name of Work:** Tender document for For supply of Air conditioner on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We hereby tender for execution of the works referred to in the tender documents 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 works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.
3. I am tendering for the works mentioned in the table below and submitting the EMD for the above work of NW-1 in the form of demand draft in favour of IWAI Fund payable at \_\_\_\_\_ at Nationalised / schedule bank as per the details given therein:

Sl. No	Name work & Location	Demand draft No. & Date	EMD (Rs.)	Details of Bank (Name of Bank, Branch & address)
1	For supply of Air conditioner (AC) on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna			

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 90 days from the date of opening of price bids or extension thereto as



required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to an other 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 tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agrees to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an on behalf of  
(Name and address of firm)

M/s .....

Telephone nos.....FAX

No.....

Witness :

Signature.....

Name : .....

Occupation .....

Address .....

Telephone nos.

## WARRANTY FORM

M/s \_\_\_\_\_  
\_\_\_\_\_ having its registered office at \_\_\_\_\_  
(hereinafter referred to as the contractor) having carefully studied all the documents, specifications, designs, drawings etc pertaining to the contract for works required for the work \_\_\_\_\_ of

\_\_\_\_\_ and the local and site conditions and having under taken to execute the said works:

### **DO HEREBY WARRANT THAT:**

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

Date:

For and on behalf of the Contractor.

Signature : \_\_\_\_\_

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

Stamp : \_\_\_\_\_

**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Govt. of India)

**INFORMATION AND INSTRUCTIONS FOR TENDERERS**

- (A) The details of work to be carried out and its scope are given in this tender document, which also indicate brief descriptions of the work to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
1. The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including
  2. The tenderers shall note and bear in mind that the Authority (IWAI) shall bear no responsibility for the lack of acquaintance with site condition. System etc. or any information relating thereto, on their part. The tenderers may at their own cost and interest inspect the site to assess the site condition before submitting the bid. The consequence of the lack of any knowledge aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority.

**(B) INSTRUCTIONS FOR SUBMISSION OF BID**

- 1.0 All covering letters and information to be included in the bid shall be submitted along with the bid itself.
- 2.0 This tender schedule is only for the work of “For supply of Air conditioner in hiring basis for IWAI office at IWT Terminal, Gaighat, Patna
- 3.0 Estimated cost of works is as under:

Sl. No	Name of work and Location	Estimated Cost (Rs.)
1.	For supply of Air conditioner (AC) on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna	<b>Rs 114324.00</b>

4.0 Tender should be submitted in two covers viz. separate sealed Envelope-1 and Envelope-2 and both of these covers should be placed in an envelope duly super scribing clearly the name of the work “**Tender document for supply of Air conditioner (AC) on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna .**” and the note **TENDERS TO BE OPENED BY THE ADDRESSEE ONLY**” written prominently. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes. Further, envelope containing each part shall be superscripted as under:

Envelope -1 : Technical & Commercial Bid.  
Envelope -2 : Price Bid of offer.

Envelope –1: **The first cover shall be submitted along with the following documents and the cover should be super scribed with “ENVELOPE-1: TECHNICAL/ COMMERCIAL BID for supply of Air conditioner (AC) on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna**

- a) Bid document marked Original duly completed and signed on every page except prices.
- b) Blank Performa of Schedule of Prices (prices not to be filled)
- c) Earnest Money Deposit (Demand Draft as prescribed)
- d) Experience certificate.
- e) Letter of Authority for signing and negotiation of tender (as the case may be).
- f) Permanent Account Number (PAN) issued by Income Tax Department.
- g) Cancelled cheque for E-Payment (As per annexure-III)
- h) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- i) The bidder shall give a declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
- j) In addition to the above, the contractor is required to submit other document if any to full fill all the condition of the tender document and the same may be attached after thoroughly read/study failing which he will be treated as technically disqualified.

**Envelope-2: The second cover shall be submitted along with the following documents and the cover should be super scribed with “ENVELOPE-2: PRICE BID for supply of Air conditioner on hiring basis for IWAI office at IWT Terminal, Gaighat, Patna,**

- (i) Schedule of Prices duly filled in the specified form, i.e. “Schedule of Quantities”
- (ii) It may please be noted that this part shall not contain any terms & conditions. Any condition given in the price bid (envelope-2) will be a sufficient cause for rejection of bid.

5.0 Bidders are advised to submit quotation strictly based upon technical specification, terms and conditions contained in technical specifications, terms and conditions contained in documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.

6.0 Earnest Money Deposit separately for each item of work as indicated against item of work in the Notice inviting tender should be submitted by Demand Draft drawn in favour of “IWAI-FUND” payable at **PATNA** on any Nationalized / Scheduled Bank of India for each stretch. Bids not accompanied with EMD in form of Demand Draft are liable for rejection.

- 7.0 In case the purchaser of the tender document decide not to quote for this work, then the complete set of bid document may kindly be returned to the IWAI.
- 8.0 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.
- 9.0 Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.
- 10.0 Bidders 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 bidder's organization as following:
- 10 (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.
- 10 (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.
- 10 (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.
- 10 (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.
- 10 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished alongwith the Tender.
- 10 (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed in each pate in the tender will be dated.
- 11.0 Bidders shall clearly indicate their legal constitution and the person signing the tender 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 adequate proof of the signatory's authority.

- 12.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-relation. In case IWAI requires any information/clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/reject the bid.
- 13.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 14.0 The Bid documents shall be signed by the bidder on each page.
- 15.0 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling IWAI to contact the bidder in case the need so arise.
- 16.0 Bidder shall set their quotations 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.
- 17.0 IWAI shall have a unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to 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.
- 18.0 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 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.
- 19.0 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.
- 20.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.
- 21.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.
- 22.0 The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/ failure on the part of such successful tenderer to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.

**23 LAST DATE AND TIME FOR SUBMISSION AND OPENING**

The tender shall be received upto 15.00 hrs. on 18.03.2013 and shall be opened at 15.30 hrs. on the same day in the presence of authorized representatives of the tenderers who would like to be present at the time of opening. No late tenders shall be considered.

**25 EARNEST MONEY DEPOSIT**

The tender shall be accompanied with a crossed Bank Draft as specified in NIT/as mentioned in the NIT for respective places, drawn on any Nationalised Bank in favour of “INLAND WATERWAYS AUTHORITY OF INDIA FUND” payable at PATNA.

**26 CONTRACT**

The successful tenderer shall be required to execute a contract agreement with Inland Waterways Authority of India (IWAI) in the format enclosed with tender document.

**27. VALIDITY OF PRICES**

The tenderer should quote the rate for various items of work in prescribed schedule. The rates quoted should be firm and should be kept valid for consideration for at least 120 days from the date of closing of the tender.

**28. DETAILS OF OFFER**

- i) IWAI reserves the right to segregate the work to one or more parties without assigning any reason thereof.
  
- iii) IWAI has the right to reject any or all of the tenders without assigning any reasons and will not be bound to accept the lowest or any other tender or to give any reason for such decision.

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## PART - II

### GENERAL & TECHNICAL CONDITIONS OF CONTRACT

#### **CLAUSE - 1: DEFINITIONS**

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor:** means the successful tenderer who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- iv) **Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- vii) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- viii)
- xiv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- xv) **Day** : means a calendar day beginning and ending at mid-night.
- xvi) **Week** : means seven consecutive calendar days
- xvii) **Month** : means the one Calendar month.



xviii) **Site** means the waterway and / or other places through which the works are to be executed.

xxv) Tendered value means the value of the entire work as stipulated in the letter of award.

## **CLAUSE – 2: PERFORMANCE GURANTEE & SECURITY DEPOSIT**

### **2.1 PERFORMANCE GURANTEE**

The contractor shall be required to deposit an amount equal to 5% of the work order value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank **OR** an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order.

### **2.2 SECURITY DEPOSIT**

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit. Thus the EMD submitted will be adjusted in the Security deposit.

2.3 The contractor whose tender is accepted has to enter into an agreement with IWAI for the due fulfillment of the contract. The security amount will be accepted in form of demand draft in favour of Inland Waterways Authority of India – Fund only payable at PATNA.

2.4 The total performance guarantee/security deposit shall remain with IWAI till defect liability period after satisfactory completion of work.

2.5 Interest will not be paid on security deposit or performance guarantee.

2.6 If the contractor having been called upon by the Engineer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:

- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR
- ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.

2.7 No claim shall lie against the authority either in respect of interest or any depreciation in value of any security.

2.8 The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of equipment through out the contract period. Any damage or defect that may arise or lie

- undiscovered at the time of the final payment connected in anyway with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the engineer or in default, the engineer may cause the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract performance guarantee or recover otherwise from the contractor.
- 2.9 If the Contractor feels that any variation in work or in quantity of work be beneficial or necessary to fulfill the guarantees called for, he shall bring to this notice of the Engineer in charge in writing, at appropriate time but prior to the execution of the work and take written acceptance of same from the engineer before proceedings with the works.
- 2.10 From the commencement of completion of work, contractor shall take full responsibility for the care of work including all temporary works, or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and Engineer's instruction.
- 2.11 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.
- 2.12 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 2.13 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

### **CLAUSE – 3: REFUND OF SECURITY DEPOSIT**

The security deposit less any amount due shall, on demand, be returned to the contractor on the expiry of defects liability period for six months or on payment of the amount of the final bill payable in accordance with the agreement conditions, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

### **PART- III**

#### **TECHNICAL & SPECIAL CONDITIONS**

##### **Supply of Air Conditioner on hiring basis - reg.**

Sealed tender are being invited from reputed agencies of repute for supply of Air conditioner (AC) on hiring basis with accessories to its Patna office located at IWT, Terminal, Gaighat, Gulzarbagh, Patna. The details of AC and specification are as under along with the terms and conditions.

1. Company name of A.C.		LG/Carrier/Hitachi/Blue star
2. AC Quality		5 star
3. Period of Hiring		April to September
4. No. of Air Conditioner		7 Nos
5. Place to be installed	I	IWT Terminal, Gaighat Patna
6. Hiring charge per AC		Rs. 2472/- per month
7. Capacity of AC		1.5 ton
8. Type of A.C required		As per requirement
9. Re –Installation charges -		Rs 1500.00 per AC

##### **Terms & condition:-**

1. No advance will be paid
2. Payment of bill will be released every month after satisfactory working during the month
3. During non working/fault of A.C. period Rs. 100.00 per day will be deducted
4. The above work order will be issued for one season (6 months) 01.04.2013 to 30.09.2013)
5. No transportation charges will be paid for A.C. installation
6. No charges will be paid for maintenance of Air Conditioner
7. Re-installation charges will be paid for Rs. 1500.00 for window type AC & Rs. 1500.00 for split type A.C.
8. Only reputed and registered firms will be considered for the work. They should have regular office at Patna and service tax registration, PAN card.
9. The all Air Conditioners have to be insured by the contractor prior to installation for any damage caused due to theft/accident/fire etc. at office.
10. The insurance charges will be paid by contractor and the policy has to be made in favour of the contractor.

11. The tender and the rates offered shall remain valid for one season 2013 and further may be extended for another one season for 2014 at the same rate, terms & conditions of last year Agreement after taking willing from the concerned Firm/Agency subjected to performance of the Firm/Agency.
12. Necessary installation have to be done by the contractor upto the satisfaction of the Director or his authorized representative to ensure the satisfactory installation and working during summer season. No extra charges shall also be payable for transportation/installation and maintenance.
13. The rates shall be written both in words and figures. The price may be quoted including all the cost. TDS and other statutory deductions as applicable shall be made from the bill and no reimbursement to such effect shall be made by IWAI.
14. For any clarification you may contact IWAI, Director during the office hours i.e. 1000 hrs to 1700 hrs.
15. Interested firms may inspect the office and obtain all relevant details prior to submission of bid.
16. IWAI reserves the right to accept or reject any or all tenders without assigning any reasons and correspondence in this regard shall be entertained by IWAI.
17. The tenderer may submit his rate duly filling in the enclosed BOQ as detailed below along with a printed copy of this NIT signed in all page along with self attested documentary evidence of office available with him.
18. The Director, IWAI, Patna will be empowered for removal of A.C. any time with one month notice without assigning any reason.

**BILL OF QUANTITY**

**FOR SUPPLY OF AIR CONDITIONER ON HIRING BASIS for OFFICE at  
IWT Terminal, GAIGHAT, PATNA**

<b>Sl No</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	<b>FOR SUPPLY OF AIR CONDITIONER ON HIRING BASIS for OFFICE at IWT Terminal, GAIGHAT, PATNA</b>	<b>Per no per month</b>	7		
2	<b>Re-installation of as per instruction of EIC from one place to another place.</b>	<b>Per no per</b>	Each		

**Director**

**AGREEMENT FORMAT**

This agreement made on \_\_\_\_\_day\_\_\_\_\_year\_\_\_\_\_between the Inland Waterways Authority of India (hereinafter called the `IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/S\_\_\_\_\_ (hereinafter called the 'CONTRACTOR' which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in office) on the other part.

WHEREAS THE IWAI desirous of undertaking the works for \_\_\_\_\_  
\_\_\_\_\_

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has furnished \_\_\_\_\_  
\_\_\_\_\_ as security for the due fulfillment for all the conditions of this contract.

**NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS**

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract hereinafter referred to:

The following documents shall be deemed to form and be read and construed as part of this agreement VIZ.

- i) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty
- ii) Information & instruction for Tenders
- iii) (a) Schedule - Bill of Quantity
- (b) Annexure
- iv) General Conditions of Contract
- v) Technical and Special Conditions of Contract

The contract agreement has been compiled by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractor's offer, minutes of meetings and correspondence between the party ended vide letter No. \_\_\_\_\_ may be referred to by either party. These documents shall take precedence over the compiled documents.

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

The IWAI hereby covenants to pay the contractor in consideration of such completion of works, the contract price at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

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

For and on behalf of  
*Contractor*

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

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

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

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

*Stamp*

*Stamp*

Witness:

Witness:

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation\_\_\_\_\_

2) Name & Designation\_\_\_\_\_

**DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM**

**(TO BE FURNISHED BY THE BIDDER ON IT'S LETTER HEAD)**

**NAME OF THE PROJECT:** \_\_\_\_\_

**THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW:**

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

**Bank Account Number** : \_\_\_\_\_

**RTGS/NEFT/IFSC CODE** : \_\_\_\_\_

**Name of the Bank** : \_\_\_\_\_

**Address of the Branch of the Bank** : \_\_\_\_\_

**Branch code** : \_\_\_\_\_

**Account Type** : \_\_\_\_\_  
**(Saving/Current/Others)**

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

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

Date:

Signature of Authorized Signatory

**BANK CERTIFICATION:**

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

**Date:**

**Authorized Signatory**

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

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

**Official Seal/Stamp**



**END OF THE PAGE**