

TENDER DOCUMENT

FOR

Providing Security Guards for IWAI office cum R & D complex at A-13, Sector-1 Noida.

TENDER NO.: IWAI/GA/99/2013

INLAND WATERWAYS AUTHORITY OF INDIA

(ministry of shipping, govt. of india) A - 13, sector - 1 Noida - 201301 (u.p.)

Phone : 0120-2544036, 2521724, Fax : 0120- 2521764, Website : www.iwai.nic.in ; E-mail : secy.iwai@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, 2521724, Fax : 0120- 2521764, Website: www.iwai.nic.in ; E mail : secy.iwai@nic.in

TENDER NO.: IWAI/GA/99/2013

Issued to : M/s

Dated :

Sub: Providing of Security Guards for IWAI Office cum R & D complex at A-13, Sector -1, 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 22.05.2015 upto 3:00 PM at IWAI, Noida and tender will be opened on 22.05.2015 at 3:30 PM at IWAI, Noida.

The tenderer shall submit tender along with the following documents:

- a) Earnest Money Deposit of Rs.10,000 (Demand Draft in favor of 'IWAI Fund' payable at Noida).
- b) Copy of Letter of Authority for signing and negotiation of tender.
- c) Copy of Document in the respect of PAN, Service Tax no., EPF, ESIC and copy of license from the authorized department of the State Govt. under PSAR Act 2005.
- d) A copy of the IT return for the latest year.
- e) Documents in support of the address of the firm.
- f) Copy of the credential certificate obtained from a Govt. Deptt./PSU/Autonomous Body regarding satisfactory service performances.
- g) Tenderer shall furnish Copy of list of the working persons and supervisory persons he wishes to deploy in this job along with their experience details.
- h) Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum rate of wages of the Government of India, Ministry of Labour & Employment.

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

Assistant Secretary IWAI, Noida



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/GA/99/2013

Sealed tenders are invited by the Assistant Secretary IWAI in two cover system from the eligible contractors as per details given below :-

| S. | Tender | Name of work | EMD | Last Date of | Last date and |
|----|----------|------------------------|----------|----------------|--------------------|
| No | Number | | (Rs.) | sale of Tender | time of receipt & |
| | | | | Document | opening of tender. |
| 1. | IWAI/GA/ | Providing of Security | 10,000/- | 22.05.2015 | 22.05.2015, |
| | 99/2013 | Guards for IWAI office | | 12.00 PM | 3.00 PM |
| | | cum R & D complex at | | | 22.05.2015 |
| | | A-13, Sector-1, Noida. | | | 3.30 PM |

ELIGIBILITY CRITERIA:-

- (i) Satisfactory completion of at least three similar works each of value not less than 2.00 lakh or two similar works each of value not less than 2.50 lakh or one work of value not less than 4.00 lakh in last 7 years (year ending April, 2015). Similar work refers to providing security to premises of government organisations in State/Central/Autonomous bodies. The firm shall have valid registration with Service Tax, EPF, ESIC and having license from the authorized department of the State Govt. under PSAR Act 2005.
- (ii) The firm shall be working in the field for the past 3 years consistently.

Parties fulfilling the eligibility criteria may download the tender documents from <u>www.iwai.nic.in</u>. 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 Secretary



INLAND WATERWAYS AUTHORITY OF INDIA (Ministry of Shipping, Govt. of India) A-13, SECTOR-1 NOIDA – 201301 (U.P) <u>NOTICE INVITING TENDER</u>

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| | | cum R & D complex at | | | 22.05.2015 |
| | | A-13, Sector-1, Noida. | | | 3.30 PM |

Detailed NIT eligibility criteria and tender document alongwith Instructions to the Bidders can be seen at IWAI's website i.e. <u>www.iwai.nic.in</u> .

Asstt. Secretary

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TENDER FORM

To,

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

Name of Work: Providing of Security Guards for IWAI office cum R & D complex at A-13, Sector -1, Noida.

Sir,

1. Having visited the site and after acceptance of all the terms and conditions, Schedules and Bill of Quantities along with 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 validity of our price bid for 90 days from the date of opening of price bid or extension thereto as required by the IWAI and not to make any modifications in its terms bid and conditions.

4. Α Rs.....(Rupees sum or) is hereby forwarded in the form of Demand Draft no..... dated issued by 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 fulfill 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 severely 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, willful 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 |
| Witno | |

| W | itness: | |
|---|---------|--|
| | | |

| 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 sealed, super scribing clearly the name of the work "BID FOR Providing of Security Guards for IWAI office cum R & D complex at A-13, Sector -1, Noida." and "TO BE OPENED BY THE ADDRESSEE ONLY" written prominently. The full name, postal address and Telephone Numbers 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:
- 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 Providing of Security Guards for IWAI office cum R & D complex at A-13, Sector -1, 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. 10,000/- (Demand Draft in favour of 'IWAI Fund' payable at Noida).
 - c) Documents in support of the address of the firm.
 - d) Memorandum of Association & Article of Association/Partnership deeds, as applicable.
 - e) 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.
 - f) Letter of Authority for signing and negotiation of bid.
 - g) Copy of Document in the respect of PAN, Service Tax no., EPF, ESIC and copy of license from the Authorized Department, where applicable.
 - h) Receipted copy of Return of Employees Provident Fund (EPF) for last three years where applicable.
 - i) Copy of the credential certificate obtained from a Govt. Deptt./PSU/Autonomous Body regarding satisfactory service performances.
 - j) Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum rate of wages of the Government of India.
 - k) 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 Providing of Security Guards for IWAI office cum R & D complex at A-13, Sector -1, 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 detailed 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 Service Tax, IT and PF / ESIC Returns from the respective Competent Authority.
 - (f) Price Bid with any condition / qualifications.
 - (g) Any price bid below minimum rate of wages of the Govt. of India, Ministry of Labour & Employment is liable to be rejected.
 - (h) 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" of "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 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 meetings, hereby respectively assigned to them;
 - (i) The expression work or work 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 or duly authorized representative.
 - (iv) The 'Officer-in-charge' means the officer 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.

Terms & Conditions

1.0 General Conditions:

- 1.1 The firm shall follow the instruction given by the IWAI. In case of any alteration instruction of the Officer-in-Charge and IWAI will be final and binding on the firm.
- 1.2 If IWAI or its authorized officers are not satisfied either the manner of performance of the services provided, The firm will take such remedial measures as may be called upon to do to the entire satisfaction of IWAI.
- 1.3 All the security guards should wear the uniform and name badge to be provided by the bidder. Identity card to be issued to each worker.
- 1.4 Any loss to Govt. property/theft committed by the worker/manpower of the firm shall be made good by the firm
- 1.5 The period of contract is for one year i.e. from to during this period if it is found that the performance of the firm is not satisfactory, IWAI will have right to terminate the contract by giving one-month notice. The contract is extendable on mutual consent for another one year on same terms and conditions.
- 1.6 IWAI shall be entitled at all times to carry out any checks or inspections of your facilities, records and accounts of the firm to ensure that the provisions of the Labour laws and regulations are being observed and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall without prejudice to any other rights or remedies available to the owner constitute a ground for termination of the contract any consequence arising of violation or any Act/law/regulation etc. will be sole responsibility of the firm.
- 1.7 Uniforms will be provided by the firm to the employees deployed without any extra charges from the IWAI.

2.0 Site:

Site means IWAI office cum R & D complex at A-13, Sector-1, Noida.

3.0 Earnest Money Deposit (EMD):

- 3.1 All the tenderers have to submit Rs.10,000/- as EMD, in the form of Draft favoring "IWAI Fund" drawn at Noida/Delhi
- 3.2 Tender offers not accompanied by the EMD shall be rejected.
- 3.3 The EMD of the unsuccessful bidders shall be refund to them after the successful completion of the tender proceedings & no interest thereon shall be paid to the bidders.
- **4.0 Performance Guarantee:** The successful tenderer/bidder shall be required to deposit an amount equal to 5% of value of the tender price as performance guarantee in the form of demand draft payable at any nationalized/schedule bank. The 5% will be inclusive of the EMD amount already submitted, within 15 days of issue of work order.

5.0 Rates:

- 5.1 The rates quoted by the bidder, shall be firm and inclusive of all taxes and all statutory levies and payments.
- 5.2 The prices negotiated are inclusive of all payments due to employees of the contractor as admissible under Minimum rate of wages of the Govt. of India and other Acts as applicable and amended from time to time. The Contractor is solely responsible for making all payments to his workers. As such IWAI will not be liable to the contractor on accounts of any payment due to the workers of the firm.

6.0 Payment

- 6.1 The payment will be made only for the quantity actually executed and certified on monthly basis.
- 6.2 The bill for each calendar month will be submitted by the firm / contractor on first working day of the next month to IWAI for arranging payment. IWAI will release the payment of the bill to the firm.
- 6.3 The employees should be paid by the firm / contractor on or before 7th of every month by the firm.
- 6.4 IWAI reserve the right to deduct any amount that becomes payable by the firm in respect of the workers deployed by the firm for executing the job awarded under any Act or Rules Framed there under and in force from time to time. The same shall be recovered from the bills payable to the firm as debits recoverable.

7.0 Validity

- 7.1 Bid shall be valid for acceptance for a period of 90 days from the date of opening of price bid.
- 7.2 IWAI reserves the right to accept or reject any offer without any notice or assigning any reason. The decision of Secretary, IWAI in this regard shall be final and binding on the tenderer and no further correspondence shall be entertained.

8.0 Risks associated with the work

The entire work shall be done at your risk. Any damage to the office property/outside property or injury to any of the outsiders, our office staff, staff and labour of the other contractors working at the same site under separate agreement with IWAI or to any of your staff/labour shall be completely at your risk and costs. You shall also undertake the necessary insurance cover for all your supervisors, staff and worker.

9.0 Arbitration

If at any time, any question, dispute or difference whatsoever arises in connection with this work order, the same shall be resolved by mutual consultation failing which the matter shall be referred to Chairman, IWAI, who will nominate an officer to arbitration in the matter.

12.0 Court Jurisdiction

Dispute of any nature that may arise in connection with the execution of this contract shall be covered by the Laws of India subject to the jurisdiction of courts situated in Noida (Gautam Budh Nagar, U.P) only.

13.0 Payment of wages

The contractor shall pay the labour employed by him either directly or through subcontractors, wages not less than fair wages as prescribed by the Govt. from time to time. Contractor shall employ labour as per the provisions of the contract labour Regulation & Abolition Act, 1970 and the Contract Labour Regulation & Abolition Central Rules, 1971 wherever applicable.

<u>Annexure – I</u>

PROFORMA FOR EXPERIENCE

DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

(SEPARATE SHEETS TO BE ATTACHED)

| S. No | NAME OF ORGANISATION | NAME OF WORK | CONTRACT VALUE | NO. AND DATE OF PERFORMANCE CERTIFICATE |
|----------|-------------------------|--------------|-------------------|---|
| | | | | |
| | | | | |
| | | | | |

ANNEXURE-II

AGREEMENT

This agreement is made in Noida onbetween the Asstt. Secretary, Inland Waterways Authority of India, A-13, Sector-1, Noida on one part and the owner of the firm, M/s..... (with full address) on the other part. Both the Asstt. Secretary, Inland Waterways Authority of India (hereafter called "IWAI") and M/s..... (Hereinafter called "the firm") agree to covenant on the conditions of the contract as depicted below:

1. The prices laid down are inclusive of all payments due to employees of the contractor as under Minimum wages Act and other Acts as applicable and amended from time to time. The Contractor is solely responsible for making all payments to his workers. As such IWAI will not be liable to the contractor on account of any payment due to the workers of the firm.

2. IWAI will have no liability whatsoever concerning personals deployed by the firm. The firm shall keep IWAI indemnified against all losses/ damages or liabilities arising out of or imposed in connection with the services provided by the firm.

3. Performance Guarantee: The successful tenderer/bidder shall be required to deposit an amount equal to 5% of value of the tender price as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank, within 15 days of issue of work order.

4. The monthly payment warranty to all Security Guard shall be made by the firm by 7th of each calendar month.

5. IWAI reserves the right to deduct any amount that becomes payable by the firm in respect of the workers deployed by the firm for executing the job awarded under any Act or Rules framed there under and in force from time to time. The same shall be recovered from the bills payable to the firm as debits recoverable.

6. For any infringement of these provisions, IWAI shall be at liberty to terminate the contract without any liability or to pay any compensation whatsoever to the firm.

7. The period of contract is one year i.e. fromtoduring this period if it is found that the performance of the firm is not satisfactory, IWAI will have right to terminate the contract by giving one-month notice.

8. IWAI shall be entitled at all times to carry out any checks or inspections of your facilities, records and accounts of the firm to ensure that the provisions of the Labour laws and regulations are being observed and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall without prejudice to any other rights or remedies available to the owner constitute a ground for termination of the contract and any consequence arising of violation or any Act/law/regulation etc. will be sole responsibility of the firm.

9. If IWAI or its authorized officers are not satisfied either in the manner of performance of the services provided and the physical fitness of the personnel deployed, change of the personal should be made by the Firm.

10. As agreed, the firm would undertake the job with all sincerity and be fully aware the scope of work. Supervision of guards to be also done by the firm.

11. Uniforms will be provided by the firm to the employees deployed without any extra charges from the IWAI.

12. In case of any theft or loss of IWAI property due to negligence or carelessness of personals, the firm will be fully responsible and the amount of such loss/damage shall be deducted from the bills. The firm shall provide some ID proof issued by Govt. Authorities in respect of Security Guard deployed.

13. The bill for each calendar month will be submitted by the firm on first working day of the next month to IWAI for arranging payment. IWAI will release the payment of the bill to the firm after the monthly wages are paid to all the workers deployed by the firm and to the entire satisfaction of IWAI.

14. Any dispute or difference arising out of the agreement which cannot be amicably settled shall be resolved by the Asstt. Secretary, IWAI whose decision shall be final and binding on both the parties and shall be in lieu of any remedy.

15. Tender documents and work order will form the part of this agreement.

Signed on the behalf of

Inland Waterways Authority of India

(Secretary, IWAI)

And

M/S.....

(Proprietor of the firm) With Rubber Stamp



Providing of Security for IWAI office cum R & D complex at A-13, Sector-1 Noida.

TENDER NO.: IWAI/GA/99/2013

PART – II

PRICE BID

Bill of Quantities

Name of work: - Providing of Security Guards for IWAI office cum R & D complex at Noida.

| Item no. | Description of item | Qty. | Unit | Rate | Total Amount of 8 security guards in Rs. |
|-------------|--|------|------|------|--|
| 1. | Wages of Security Guard per month including ESI/EPF etc. | 1 | 1 | | |
| a) | Service charge/Admn. Charges on the total 8 security personnel | - | - | - | |
| | Total | | | | |

Amount in words:

Note: (i) Service Tax if any applicable may be indicated separately.

(ii) If wages quoted are less than the wages notified by Government of India, Ministry of Labour & Employment, under the minimum wages Act, the bid is liable to be rejected.

Signature with seal of the Authorized person of the firm

| Wages per Security Guard per month | ESI Charges per month for one Security Guard | EPF per month for one Security Guard | Total for one Security Guard per month | Service Tax per month on the total(iv) | Any charges such as Admn/servic e charge on the total (v) | Total per month to be paid by IWAI for one Security Guard |
|---|--|---|---|--|---|--|
| (i) | (ii) | (iii) | (iv) | (v) | (vi) | (vii) |
| | | | | | | |

Detail of Total per Month Wages of one Security Guard

Signature with seal of the Authorized person of the firm

PROFORMA FOR AGREEMENT

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

| CONTRACT AGR | EEMENT FOR 1 | 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 CONTRACTOR, the Owner does hereby agree with CONTRACTOR that OWNER will pay to Contactor 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 | Signed and Delivered for |
|--------------------------|--------------------------|
| and on behalf of | and on behalf of |
| CONTRACTOR | OWNER (IWAI) |
| | |
| Date: | Date: |
| Place: | Place: |

In presence of Witness (Signature with Name & Address)

| 1. | 1. | |
|----|--------|--|
| _ | - | |
| 2. | 2. | |
| | | |