

TENDER DOCUMENT

FOR

Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over-Ground Puzzle Type Electro Mechanical Car Parking of IWAI office cum R & D complex at A-13, Sector - 1, Noida.

TENDER NO.: IWAI/PR/BLDG./68/2015

INLAND WATERWAYS AUTHORITY OF INDIA

(MINISTRY OF SHIPPING, GOVT. OF INDIA)

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

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NOTICE INVITING TENDER

INLAND WATERWAYS AUTHORITY OF INDIA (MINISTRY OF SHIPPING) A-13, SECTOR-1, NOIDA-201301 (UP)

Inland Waterways Authority of India (IWAI) invites online tender / bids in two cover system (cover I–Technical bid & cover II– Financial bid) for the following work from the reputed and eligible firms working in the field for the past 3 year consistently (year ending March, 2015). Firm shall have completed at least three similar works of car parking having not less than 28 cars each or two similar works of car parking having not less than 41 cars each or one similar work of car parking having not less than 55 cars during last five years (year ending March, 2015). The tenderer shall have Permanent Account Number (PAN) issued by Income Tax Department. The tenderer shall have registration with service tax department with service tax number.

S. No.	Name of work	Estimated Cost	EMD (in Rs.)	Date & time of submission of tender	Date & time of opening of Tech. bid
(i)	Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over- Ground Puzzle Type Electro Mechanical Car Parking of IWAI office cum R & D complex at A-13, Sector - 1, Noida. (Tender No. IWAI/PR/BLDG./68/2015)	12.97 lakhs	26,000/-	15.00 hrs. 14.08.2015	15.30 hrs. 14.08.2015

Firms fulfilling the above eligibility criteria may download tender document online along with the terms and condition. The complete bid as per the tender document should be placed online at https//eprocure.gov.in/eprocure/app by 15.00 hours on 14.08.2015 and will be opened online on same date at 1530 hours at IWAI, A-13, Sector-1, Noida – 201301. The scanned copy of all the supporting documents should be submitted along with the online technical bid. Cost of tender shall be submit in form of nonrefundable demand drafts of Rs. 500/- (Rupees Five Hundred only) drawn in favour of "IWAI Fund" payable at Noida/New Delhi on any Nationalized/Scheduled Bank. Site can be inspected on any working days during office hours.

IWAI reserves the right to reject any or all bids without assigning any reasons. For details, refer the website or contact IWAI Office.

Assistant Director & Resident Engineer IWAI, Noida



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

IWAI invites online tender / bids in two cover system from the firms doing similar nature work for the past 3 year consistently (year ending March, 2015) for the following work:-

S.	Name of work	Estimated	EMD	Date & time	Date & time of
No.		Cost	(in Rs.)	of submission	opening of
				of tender	Tech. bid
(i)	Operation and Annual	12.97	26,000/-	15.00 hrs.	15.30 hrs.
	Comprehensive maintenance of	lakhs		14.08.2015	14.08.2015
	Multi Level Multi Grid Over-				
	Ground Puzzle Type Electro				
	Mechanical Car Parking of IWAI				
	office cum R & D complex at A-13,				
	Sector - 1, Noida.				
	(Tender No. IWAI/PR/BLDG./68/2015)				

Detailed NIT eligibility criteria and tender document alongwith Instruction to the Bidders can be seen at IWAI's website i.e. <u>www.iwai.nic.in</u> and CPP Portal Website http://eprocure.gov.in/epublish/app.

Assistant Director & Resident Engineer

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FORM OF TENDER

To,

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

Name of Work: Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over-Ground Puzzle Type Electro Mechanical Car Parking of IWAI office cum R & D complex at A-13, Sector - 1, Noida.

Sir,

1. Having visited the site and examined 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 bid within the time as stated in the bid and also in accordance with the specifications, conditions and instructions as mentioned in the bid documents.

3. I/We have independently considered the amount of Liquidated Damages shown in the bid 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.

4. I/We agree to abide by this bid. I/We agree to keep the bid 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.

6. 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 tender together with your acceptance thereto shall constitute a binding contract.

7. 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.

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

9. I/We are enclosing herewith "Time Activity Schedule" so as to complete the work within stipulated time.

10. 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.

11. 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 N	los
FAX No.	

Witness:

Signature:				•		•	•	 				•	•	•							•	•	•	 	
Name :							•	 	 				•	•	 								•		
Occupation:							•	 	 					•	 								•	 	
Address:		•	•	•	•					•	•	•				•	•	•	•	•	•	•			
		•		•						•		•							•						•
Telephone nos	5.	:						 																	

INSTRUCTION FOR SUBMISSION OF BID

- 1.0 All covering letters and information to be included in the bid shall be submitted with bid itself.
- 2.0 Tender should be submitted online at https//eprocure.gov.in/eprocure/app by 15.00 hours on 14.08.2015 in two bid system i.e. technical bid and financial bid. Technical bid will be open online on same day at 15.30 hours at IWAI, A-13, Sector-1, Noida.

2.1 TECHNICAL BID

Technical bid shall be submitted along with the following documents:

- a) Scanned copy of document duly completed and filled except prices.
- b) Scanned copy of Blank Proforma of Schedule of price (price not to be filled)
- c) Scanned copy of Demand Draft for Earnest Money Deposit of Rs. 26,000/-
- d) Scanned copy of Demand Draft for Tender cost of Rs. 500/-
- e) Scanned copy of the credential certificate obtained from a Govt. Deptt./PSU/Autonomous Body, reputed Private organizations/companies/malls etc. regarding satisfactory service performances.
- f) Scanned copy of Permanent Account Number (PAN).
- g) Scanned copy of Service Tax Number issued by Service Tax Department.
- h) Scanned copy of the IT return for the latest year.
- i) Scanned copy of Letter of Authority for signing and negotiations of tender.
- j) Scanned copy of Audited balance sheets along with turnover, profit and loss accounts for the last 3 years copy of Income Tax assessment or return for the last 3 years.
- k) Scanned copy of Self-Certificate to the extent that the employees are paid not less than the wages notified under the minimum wages Act of the Government of India.
- 1) Scanned copy of any additional relevant information to be furnished by the bidder
- m) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- n) The firm should have financial solvency of not less than 40% of estimated cost and submit the scan copy of Solvency Certificate issued from a nationalized / scheduled bank.
- o) The firm should have average annual financial turnover during the last three years (year ending 31.03.2015) at least 100% of the estimated cost.

2.2 PRICE BID

The price bid shall be submitted original for:

- a) Price Bid in excel format (BoQ_XXXX) provided along with this tender shall be used for quoting prices/offer.
- b) It may please be noted that this part shall not contain any terms and conditions. These, if any must be brought out in Part-I only. Any conditions given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.
- 3.0 Bidders are advised to submit tenders strictly based upon technical specification, terms and condition contained in documents and not to stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated in proposal in Part-I.

IWAI reserve the right to evaluate bids containing deviation as determined by IWAI. Any change in this may lead to rejection of bid.

- 4.0 Earnest Money Deposit of Rs. 26,000/- should be submitted by Demand Draft drawn in favour of "IWAI fund" payable at Noida/New Delhi on any Nationalized / schedule Bank of India. Bids not accompanied with EMD in from of Demand Draft are liable for rejection.
- 5.0 IWAI reserves the right to reject any or all bids without assigning any reasons.
- 6.0 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.
- 7.0 The bid can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.
- 8.0 Any annotation or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tender filled in any other language only will be summarily rejected.
- 9.0 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 persons of the bidder's organization as following:
- 10 (a) If the tender is submitted by an individual, it shall be duly signed and sealed by an 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 current business address.
- 10 (c) If the tender is submitted by a firm in partnership, it shall be signed by the firm with 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 Tender shall be furnished along with the Tender.

- 10 (f) All witnesses and sureties shall be persons of states and their full name, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
- 11.0 Bidders shall clearly indicate legal constitutions 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 respect and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation.
- 13.0 If the space in the bid from or in the appendices thereto is insufficient, additional pages shall be separately added. These page shall be consecutively page numbered and shall be separately also be signed by the Bidder.
- 14.0 The Bid document shall be signed by the bidder on each page.
- 15.0 Bidder should indicate at the time of quoting against this bid their full postal addresses with FAX and telephone numbers.
- 16.0 Bidders shall set their quotations in the 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 expression 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 to claim the amount submitted along with the tender as EMD 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 decided to award the work to the bidder.
- 18.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit @10% of the value of each running bill shall be deducted from the running bills 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 successful bidder.
- 20.0 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 tenderers 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 absent tenderer.
- 21.0 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 bidder to comply with the terms contained herein.

Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement <u>https://eprocure.gov.in/eprocure/app</u>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eProcurement site using the <u>https://eprocure.gov.in/eprocure/app</u> option available "Enroll Here" on the home page. Portal.Enrollment is free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered.
- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through' them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online through' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favorites' folder.
- 11) From the my favorites folder, he selects the tender to view all the details indicated.

DEFINITIONS

- 1. The 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 specification, 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.
- 2. In the contract, the following expression shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them:
 - i) The expression work or works shall unless there to something either in the subject or context repugnant to such construction be constructed and taken to man the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original offered substituted or additional.
 - ii) The 'Contactor's 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 of company.
 - iii) The 'Employer' means the Chairman, Inland Waterways Authority of India and his successor.
 - iv) The 'Engineer/Engineer-in-Charge' means the officer of The IWAI who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Employer.
 - v) 'Engineer-in-Charge' Representative' shall mean any officer of the Authority nominated by the Engineer to work on his behalf for supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works, issue instructions and other related works for completion of the project.
 - vi) 'IWAI/Authority /Department/Owner' shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI.
 - vii) The 'Site' shall mean IWAI office cum R&D Complex Building at A-13, Sector-1, Noida.
 - viii) The term 'Day' shall mean a calendar day beginning and ending at midnight.
 - ix) The term 'Week' shall mean seven consecutive calendar days.
 - x) The term 'Month' shall mean the English Calendar Month.
 - xi) Expected 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 or usurped power, any act of Govt. damages, act of God, such as earthquake, lightening and unprecedented flood, and other causes over with the contractor has no control.
 - xii) Market rate shall be rate as decided by the Engineer-in-Charge on the basis of the cost of material and labour at the site where the work is to be executed plus the 10% (ten percent) to cover all over heads and profits.

- xiii) Schedule referred to in these conditions shall mean the relevant Schedules annexed to the tender papers or the standard schedule of rate of the Govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- xiv) District specifications mean the specifications followed by the state Government in the area where the work is to be executed.
- xv) Tendered value means the value of the entire work as stipulated in the letter of award.
- xvi) 'Satisfactory evidence' for the purposes of clause 10 (d) of instruction for submission of bid means the certificate of incorporation of the limited company or incorporation of the limited company or corporation under Indian Companies Act, 1956.

Interpretation clause

• Word Importing the singular number only includes the plural number and vice versa.

Terms & Conditions

A. Scope of work:

 Scope of work includes Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over-Ground Puzzle Type Electro Mechanical Car Parking in 2 modules (1 module of 6 Level 7 Grid accommodating 37 cars and 1 module of 6 Levels 6 Grid accommodating 31 cars. The item includes cost of deployment of required no. of experienced manpower for operation (minimum 2 nos.) and also required experienced manpower for annual comprehensive maintenance including cost of tools, tackles, parts, spares, equipments, consumables and all such materials required for smooth and uninterrupted working of the complete parking system. The period of this O & AMC will be from 01.09.2015 to 31.08.2016. The same is extendable for another period of 2 years based on performance. For the extended period 5% increase per year of the award cost will be applicable.

B. Specification Etc.

1. Description of Parking

Multi-Level multi Grid over-ground Puzzle Parking System with Electro Mechanical Technology with car Carrying Capacity of 2000 kg each and Car Dimension of 5000 mm length x 2000 mm height (SUV) in ground floor, 5000 mm length x 1550 mm height in 1st floor to 4th floor and 5000 mm length x 1700 mm height in 5th floor with minimum width of 2000 mm at every floor with average retrieval/parking time not more than 180 seconds. The Lifting speed should be @ 3 Metre/Minutes having Motor of 2.2 KW lateral movement speed of 7 M/Min having Motor of 0.2 KW and having safety features as outlined in specifications and as here under:

- (a) Brakes : DC magnetic
- (b) Emergency stop switch
- (c) Photo sensors
- (d) Final limit Switch
- (e) Pallet Stopper
- (f) Emergency stop switch
 - (i) Module of 6 Levels 7 Grid accommodating 37 cars.
 - (ii) Module of 6 Levels 6 Grid accommodating 31 cars.

2. System configuration of 6 Level Overground Puzzle Parking System

Type of System	6 Level Overground Puzzle Parking System						
Sr. No.	Description of the Item	No. of Unit/Quantity					
1.	Electrical Motor-2.2 Kw	57					
2.	Electrical Motor-0.4 Kw	44					
3.	Electrical Motor-0.2 Kw	11					
4.	Pallets/Platform	68					
5.	Operating Panel	2					
6.	Control Panel	2					
7.	Steel Structure/Front Columns	6					
8.	Steel Structure/Front Columns	6					

3. Work detail during O&M and time line of work to be completed in addition to other maintenance activities

SI. No.	Checkpoint/Description	Check/work required	Interval in which the action to be completed
1.	Columns & Trolleys	Check if fully tightened/Aligned	Quarterly
2.	Complete Checking of Motors & Motor Chain	Check for oil stains/leaks	Quarterly
3.	Chain Block & Joint Block	Check operation & tightening if required	Quarterly
4.	Ground & Lifting motor	Oiling & Brake cleaning	Quarterly
5.	Rope & Chain	Cleaning & oiling	Quarterly
6.	Mechanical parts	Check for damage & excessive wear	Quarterly
7.	All individual Car Parking System	Visual & operational check	Quarterly
8.	Oil reservoir in the motor	Check oil level and/or refill if required	Quarterly
9.	All bearings, gliding parts & lubrication points	Check for excessive wear, remove obstructions & foreign matters, re- lubricate	Quarterly
10.	Chain/Ropes	Check for excessive wear, remove obstructions & foreign matters, re- lubricate	Quarterly
11.	Automatic mechanical safety locks/Sensors	Check operation, check reciprocating movement between magnet & lever	Quarterly
12.	Operating Panel	Check operation/Functioning	Quarterly
13.	Protective motor switch	Check operation	Quarterly
14.	Platform leveling	Check Leveling and alignment	Quarterly
15.	Lifting & Retrieval Movement of the Pallet	Checking & Alignment	Quarterly
16.	All screws	Check if fully tightened	Monthly
17.	Manpower for operating systems	2 Person (for operating the systems in office Hours i.e. from 9:00 AM to 7:00 PM only), with weekly off on Sunday	Daily
18.	Servicing	04 Times a Year i.e. once in a Quarter.	

C. General Conditions

1. Site:

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

2. Rates:

The rates quoted by the bidder, 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 etc. at site i/c temporary constructional storage, risks, overhead charges etc.

3. Validity

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

4. Payment Terms

Payment shall be made as following on submission of bill duly deducting statutory taxes i.e. TDS etc.

- (i) 50% of the total contract value shall be made after signing of agreement against bank guarantee of same amount, of which 10% (including EMD) shall be deducted as security deposit.
- (ii) 40% payment of the total contract value will be made after 6 months also against above mentioned bank guarantee. The bank guarantee will be released after expiry of contract period.
- (iii) Balance 10% payment of the total contract value will be made after successful completion of this annual maintenance of contract.

5. Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit IWAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each bill till the sum along with sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by IWAI by way of Security Deposit. The security deposit will be refunded after handing over of car parking in good working condition on expiry of contract period.

6. Penalty Clause

Any disruption / breakdown in the car parking system will have to be rectified and the car parking should be available for the owner within 6 hours from the time of disruption / breakdown is intimated by mail / fax to the contractor. In case of delay for every hour penalty proportionate to the rate quoted will be levied. Also for the period wherein penalty is levied the O & M charged for that period will also not be paid proportionately.

7. Taxes & Duties

All duties and taxes like custom duty, CVD, excise duty, local sales tax, octroi, sales tax on works contract & VAT, etc. shall be included in the quoted price. Service Tax will be reimbursed after submission of proof of payment of service tax.

8. Force Majeure:

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, you 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 your obligations under carious clauses of this contract shall continue to be in force and time necessary for the fulfillment of your obligation shall be extended correspondingly to the period for which the calamity lasted.

Non availability of power due to any reason shall not constitute force majeure.

Contractor will inform the Engineer 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.

9. 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 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. The work is to be done in co-ordination with other contractors already working at site. You should undertake work in workman like manner and it should not create hindrance to the contractors working at site.

10. Arbitration

If at any time, any question, dispute or difference whatsoever arises in connection with this purchase order, the same shall be resolved by mutual consultation failing which the matter shall be referred for arbitration and the arbitration proceedings shall be governed by the provisions of the Indian Arbitration Act, 1940 and rules framed thereunder to be read with all statutory amendments and modifications of the said Act.

11. 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.

12. Payment of wages

The contractor shall pay the labour employed by him either directly or through sub-contractors, 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.

D. Special Conditions

1. Contractor shall maintain the entire electrical and/or mechanical components of the Car parking system During AMC Contract.

- 2. The AMC covers repairing of major items like Motor, Control Panel, Operating Panel, Cam Limit Switch, Limit Switch, Rope & chain. Electronic items/field Devices/Grease/Lubrication oil is all part of spares and consumables and covered comprehensively under this warranty/AMC. The list of parts / work above are only indicative, the contractor will be responsible to maintain the system as a whole.
- 3. The spares should be maintained at sites such that the turnaround time as per AMC is met at all times.
- 4. All parts will be provided by the contractor any part replaced will not be returned by contractor.
- 5. The owner agrees not to interfere with the Car parking system or its parts either himself or any other person or persons. The owner also agrees to keep car parking systems clean and not to store materials on the car parking pallets. The owner hereby agrees that in the event of any accident occurring to any person using or intending use of car parking systems or as a result of the use on intended use or operation of the car parking systems for any reason whatsoever the owner and contractor both shall be responsible for the same. The Contractor shall provide insurance cover to his own personals and as well as third party insurance cover to users of car parking. The insurance policy should be handed over to Inland Waterways Authority of India.
- 6. The owner shall be responsible for providing proper power supply to main switch where control panels are fixed and connected.
- 7. No T&P shall be issued by owner and nothing etc. shall be paid on account of this.
- 8. Care shall be taken by the contractor while executing the work to avoid damage to the building. He shall also remove at his cost all unwanted & waste materials, etc. after execution of work.
- 9. No mobilization advance shall be paid for this work.
- 10. All labours, materials, tools plants, machinery, equipment's and any other things required for execution for work shall be arranged by the contractor at his own cost.
- 11. The contractor shall not be sub-let without the written permission of the Engineer-in-Charge.

Annexure-I

AGREEMENT FORMAT

This agreement made on ______day ______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 the 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 the contract hereinafter referred to:

The following documents shall be deemed to form and be read and constructed 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 specifications and Special Conditions of Contract

The contract agreement has been complied 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 meeting and correspondence between the party ended vide letter

No._____ may be referred to by either party. These documents shall take precedence over the complied documents.

The contractor hereby covenants with the IWAI to complete and maintain the "WORKS" in conformity in all respect, with the provision of the agreement.

The IWAI hereby covenants to pay the contractor in consideration of such completion of work, 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 <i>Contractor</i>
Signature	Signature
Name & Designation	Name & Designation
Stamp	Stamp
Witness:	Witness:
1) Signature	1) Signature
2) Name & Designation	2) Name & Designation

Annexure-II

FORMAT OF BANK GUARANTEE

To,

The Chairman, Inland Waterways Authority of India, A-13, Sector-I, NOIDA – 201301.

WHEREAS...... (name and address of contractor) thereinafter called "the contractor" has undertaken, in pursuance of Contract No. Datedto execute...... (Name of Contract and brief description of Works) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalised/Scheduled bank of India for the sum specified therein as performance guarantee for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of issue of the Defects Liability Certificate.

Signature and seal of the Guarantor.....

Name of the Bank
Address
Date In the presence of
Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Annexure-III

PROFORMA FOR EXPERIENCE

DETAIL OF SIMILAR WORKS CARRIED OUT BY THE FIRM

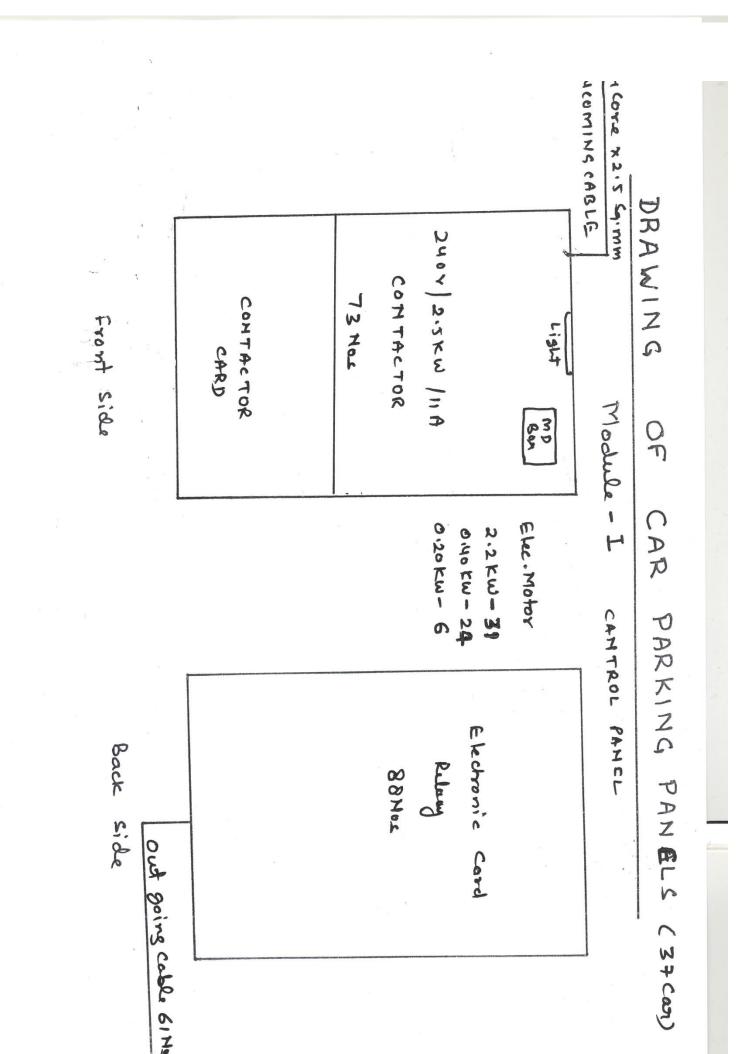
[SEPARATE SHEETS MAY BE ATTACHED]

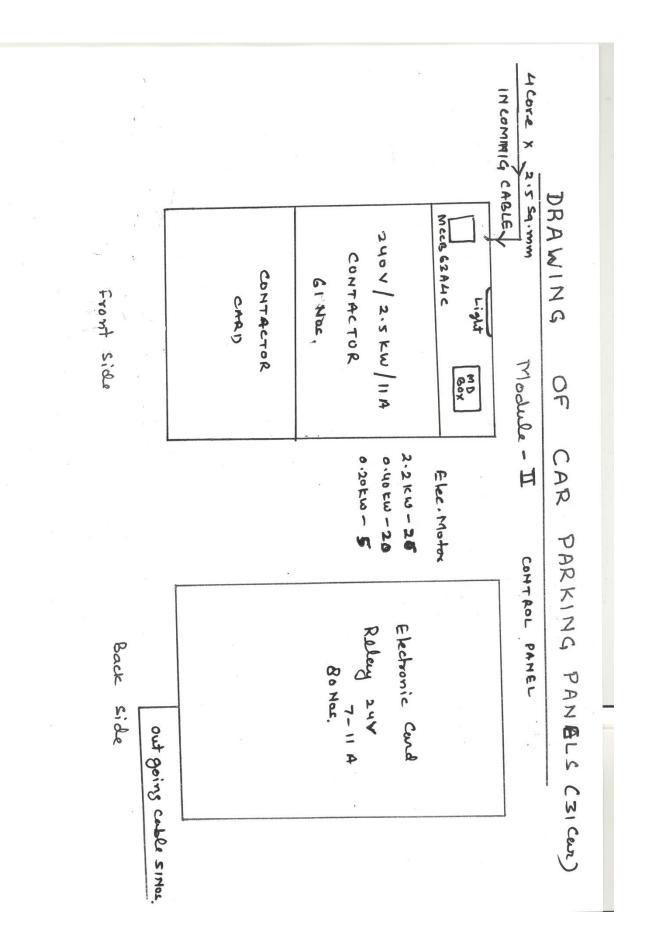
TIME, IF ANY)

NAME OF ORGANIZATION NAME OF THE WORK

CONTRACT VALUE

SCHEDULE DATE ACTUAL REASON FOR OF COMPLETION DELAY IN COMPLETION, (WITH EXTN. OF IF ANY





PROJECT NAME

IWAI Office cum R&D Complex, at A-13, Sector-01, Noida

Type of System:

6 Level & 7 Grid overground Puzzle Parking System

System Location: Outdoor

OPERATING MANUAL OF PUZZLE PARKING SYSTEM

INSTRUCTIONS:

SYSTEM DESCRIPTION:

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- 1. The RR PARKON system is a 6 Level 7 Grid Overground Puzzle Parking system (7/6/6/6/6) and maximum 37 cars can be parked on the pallet.
- 2. The Pallet/Trolley number is painted in RED Colour & is visible on the front face of the Pallet/Trolley for easy identification.
- 3. The ground level has 06 pallets capable of parking 06 cars at any point in time. These pallets can move horizontally Left to Right and Right to Left.
- 4. First, Second, Third, Fourth & Fifth Floor Pallets/Trolleys Can Move horizontally & vertically & can accommodate 31 cars.
- 5. The Top level can only move vertically down and can accommodate 07 cars.
- 6. The system can be controlled from the Operating Panel mounted/fixed/ located on the Left front corner of the Column at the entry level on the ground Floor.
- 7. The vertical box on the rear Left end on the Ground level is the Control Panel.
- 8. There are Sensors located on the front side of the system which will be activated if there is any obstructions in its path and bring the system to a halt while operation.

USER INSTRUCTIONS:

- 1. Cars have to be driven on to the empty pallet at the Ground Level.
- 2. Care should be taken to drive the car onto to the pallet after aligning with the general direction of the pallet.
- 3. The car Owner / Driver should drive onto the pallet till the stopper, cut the ignition, engage the car in gear and handbrake and alight from the car.
- 5. The Owner / Driver should come out of the system from the front side only.
- 6. Care should be taken to ensure that there are strictly no occupants (especially infants who are asleep, old aged people or pets) inside the car parked on the pallet by mistake.
- 7. It is preferable that there are no valuables left inside in the car.
- 8. It is also recommended that the Owner / driver of the car should remember the pallet/Trolley number on which his/her car has been parked for easy retrieval.
- 9. Only the authorized attendant should be allowed to operate the system.
- 10. The schedule of maintenance (enclosed) will be followed on a regular basis to ensure trouble free operation.
- 11. In case of emergency, the attendant is trained to handle most situations. Additional support will be provided by the Service in charge. (Contact: Mr. Jaipal Singh & Mr. Kapil Tyagi at our office No. 011-27355 477/78).

TROUBLE SHOOTING TIPS:

- 1. Common problems that can hamper systems operations.
- 2. Obstruction (dust, grit, waste paper etc) of the guide rail can prevent the smooth movement of the pallet and the limit switch needles/rod from cutting.
- 3. Stagnation of water on the ground floor during rain can result in electrical malfunctioning.
- 4. If the Fault Indicator on operating panel (pallet locator) is Continuously ON it means any of either over Travel Limit Switch or Emergency has applied.

In case of Emergency please contact our Service & Breakdown Team at the below mentioned Phone Number:

RR Parkon Private Limited-011-27355 477/78

For Ram Ratna Infrastructure P Limited.,

Authorised Signatory.

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INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India) A-13, SECTOR-1 NOIDA – 201 301 (U.P)

TENDER NO.: IWAI/PR/BLDG./27/2001 (Part)

Supply and installation of fire extinguishers for IWAI office cum R & D complex at Noida.

PART – II PRICE BID

Bill of Quantities

Name of work: Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over-Ground Puzzle Type Electro Mechanical Car Parking of IWAI office cum R & D complex at A-13, Sector - 1, Noida.

S1. No.	Description of items	Qty. (Car space)	Rate per car space	Amount
1.	Operation and Annual Comprehensive maintenance of Multi Level Multi Grid Over- Ground Puzzle Type Electro Mechanical Car Parking in 2 modules (1 module of 6 Level 7 Grid accommodating 37 cars and 1 module of 6 Levels 6 Grid accommodating 31 cars as per the scope of the work and specification given in tender. The item includes cost of deployment of required no. of experienced manpower for operation (minimum 2 nos.) and also required experienced manpower for annual comprehensive maintenance including tools, tackles, parts, spares, equipments, consumables and all such materials required for smooth and uninterrupted working of the complete parking system. a) For 1 year (Service tax will be paid extra if applicable).	68 Nos.	space	
	Total (Rs.)			

Rupees