



TENDER DOCUMENT

FOR

Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Office campus, Gaighat, Po-Gulzarbagh, Patna.

e-tender no. **8 IWAI/Estt./P(24B)/ 2016-17**

INLAND WATERWAYS AUTHORITY OF INDIA

(MINISTRY OF SHIPPING, GOVT. OF INDIA)
Gaighat, Gulzarbagh, Patna-800007

Phone : 0612-2310017, Fax : 0612- 2310029,
Website : www.iwai.nic.in ; E-mail : dirpat.iwai@nic.in

CHECK LIST

The technical bid shall be submitted online along with scanned copy of the following documents.

- a) Original Bid document duly filled in and completed in all respects except prices, signed with rubber seal on every page except Financial Bid as a proof of acceptance.
- b) Tender Acceptance letter (To be given on Company Letter Head)
- c) Blank Performa of schedule of prices (prices not to be filled).
- d) EMD and tender cost (Demand Draft as prescribed).
- e) Registration certificate of the Firm from concerned Authority.
- f) Valid registration certificate of service tax, ESI, and EPF etc from concerned Authority/Department.
- g) Experience certificate.
- h) Latest certificate of Bank Solvency from Nationalize /schedule bank as prescribed.
- i) Letter of Authority for signing and negotiation of tender (as the case may be).
- j) Permanent Account Number (PAN) issued by Income Tax Department.
- k) Audited balance sheets along with turnover, profit and loss account for the last 3 years.
- l) Cancelled cheque for E-Payment (As per annexure-II)
- m) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- n) The bidder declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
- o) 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.
- p) In addition to the above, the contractor is required to submit scanned copy of 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.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:.....

To,

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No: 8 IWAI/Estt./P(24B)/ 2016-17

Name of Tender/Work: - The work of Sweeping, moping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Office campus, Gaighat, PO- Gulzarbag, Patna during July 2016 to March 2017

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder with Official Seal)

NIT FOR PUBLICATION IN NEWS PAPER



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
Gaighat, P.O. Gulzarbag Patna – 800007 (Bihar)

e-tender no. FILE NO. 8 IWAI/Estt./P (24B)/ 2016-17

Inland Waterways Authority of India (IWAI) invites online bids/tenders from experienced, reputed manpower supply agencies for the work of Sweeping, moping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Office campus, Gaighat, PO-Gulzarbag, Patna. Details and Tender document can be downloaded from 16-06-2016 to 24-06-2016 from our web site 'www.iwai.nic.in' and CPPP Portal '<https://eprocure.gov.in/eprocure/app>'. Last date for submission of online bids is 24-06-2016 upto 15.00 hrs and date of opening of tender is on same day at 15.30hrs. Submission of online bids will be through <https://eprocure.gov.in/eprocure/app>.

Date: 14.06.2016.

(Director)



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Gaighat, Gulzarbagh, Patna-800007

DETAILS OF NOTICE INVITING TENDER

TENDER NO. **8 IWAI/Estt./P(24B)/ 2016-17**

1. IWAI invites Online tender/Bids in two cover system (Cover I - Technical bid and Cover II - Price bid) from experience reputed manpower Supply Agencies for the work of sweeping, moping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Office campus, Gaighat, PO- Gulzarbag, Patna during July 2016 to March 2017. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>. Tender document may be downloaded from the <https://eprocure.gov.in/eprocure/app>. as per the schedule as given in critical date sheet as under:-

2.

Sl No	Name of work	Estimated cost (Rs) including all taxes etc excluding service tax	EMD(Rs)	Last date submission of tender on line	Last date and time of receipt and opening of tender online
1	Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Office campus, Gaighat, PO- Gulzarbagh, Patna.	4,88,556.00	9,800.00	24.06.16 upto 15.00 hrs	24.06.2016 upto 15.00 hrs and opening at 15.30 hrs on same day

3. The tenderer shall have to meet the following pre-qualification criteria:

- (i) Satisfactory completion of at least three similar works each of value not less than 1.95 lakh or two similar works each of value not less than 2.44 lakh or one work of value not less than 3.91 lakh in last 7 years (year ending March, 2016)
- (ii) The firm shall have valid registration with Service Tax, EPF and ESIC.
- (iii) The work involves sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc. and the firm shall have experience in executing these works.
- (iv) The firm shall be working in this field for the past 3 years consistently.
- (v) 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.
- (vi) Other information as per details of notice inviting tender.

Parties fulfilling the above indicative eligibility criteria can download tender document from the "https://eprocure.gov.in/eprocure/app" and IWAI's website "www.iwai.nic.in". Bidders submitting the downloaded version of tender document is required to submit Rs 2000/- (Rupees Two thousand 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.

4. Bids shall be submitted online only at CPPP website [https://eprocure.gov.in /eprocure/app](https://eprocure.gov.in/eprocure/app)
Manual bids/offline bids shall not be accepted and liable to be rejected.
5. The Hard Copy of original instruments in respect of cost of tender document, earnest money, other documents in original as asked in this tender document must be delivered at the office of Director, IWAI, Gaighat, Gulzarbag, Patna-800007 on or before bid closing or opening date/time as mentioned in critical date sheet. Bidder shall likely to be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid. Demand Draft attached/submitted for tender fee shall be non refundable.

For special attention

- All tenderers are cautioned that tenders containing any deviation whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive.
 - The tender shall have to be submitted bid online in two bid format, the first part i.e. "Technical bid" should contain the scanned copy of entire tender document duly signed in all places, details of machineries, manpower, work schedule, and earnest money deposit only but not the price bid. Second part i.e. "Financial bid" shall contain only the rates of the item of work as in schedule B this price bid (BOQ for supply /deployment of Terminal maintenance manpower for operation and maintenance of ongoing project on National waterway No.1 during July 2016 to March 2017) as per format provided along with this tender. The bid shall be submitted in online separate covers super scribing as "technical bid" and "financial bid".
6. Earnest Money Deposit (EMD) and tender cost must accompany each tender and tender not accompanied by the EMD and tender cost shall be rejected as NON-RESPONSIVE. The EMD and tender cost for an amount as specified above shall be submitted in the technical bid.
 7. Opening Of Tenders & Evaluation
 - (a) Tenders shall be opened online by the tender evaluation committee at IWAI, Gaighat, Gulzarbag, Patna-7 at 15.30 hrs on 24.06.2016 in the presence of representative of the tenders who choose to remain present.
 - (b) After the online opening of the tenders, the first part i.e. Technical bid shall be evaluated by the Tender Evaluation Committee (TEC) as constituted by the Authority. The second part i.e. Price bid will be opened online by the same TEC only for those tenderers who become technically qualified after the evaluation of technical bid on a suitable date.
 - (c) The tender shall be evaluated on the basis of only document submitted by the bidder online and no documents shall be considered from manual bids/offline bids.

8. TENDER VALIDITY PERIOD

The tender shall remain valid for a period not less than 90 days after the date of opening of tenders.

Tenderer must read “ Information & Instruction for Tenders” and be satisfied himself in respect to scope and the situation of works or any issue as related to the work as considered necessary before the submission of the tenders.

9. The authority shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any other offer.
10. The complete bid (hard copy) as per the tender document should reach the office of Director, Inland Waterways Authority of India, Gaighat, Gulzarbag, Patna -800007, on or before date & time of opening of tender. The technical bid shall be opened on 24.06.2016 at 15.30 hrs in the presence of intending bidders.
11. 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

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eprocurement/etender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eprocurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrollment is generally 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 through 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 eToken/SmartCard, 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 through 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 eToken/SmartCard 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 favourites' folder.
- 11) From my favourites folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.

- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) **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.**
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the TFEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:

E-mail : iwaiptn@rediffmail.com

Contact Telephone Numbers: - 0612-2930777

Contact person: Sh. A.K.Singh, Assistant Director

TENDER FORM

To,

The Director,
Inland Waterways Authority of India,
Gaighat, Gulzarbagh,
Patna –800007 (Bihar.)

Name of Work: Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI Office campus, Gaighat, Po-Gulzarbagh, Patna.

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. A sum of Rs.....(Rupees)
is hereby forwarded in the form of Demand Draft no..... dated
issued by

..... (name & branch of bank)
payable at as earnest Money. I/We agree, if I/We fail to keep the validity of the bid open as aforesaid or I/we make the modifications in the terms and conditions of my/our bid or I/we fail to commence the execution of the works as above then 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 severally responsible for the due performance of the contract.

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

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

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.

10. I/ We certify that the information/documents submitted by me are true and correct. If any misleading/incorrect/false/fake/fraud information/documents are found submitted by me at any stage of evaluation of bid or after award of work/signing of agreement, my EMD/Security deposit shall be forfeited by I/WAI.

Date

Signature

Name

Designation

duly authorized to sign & submit bid for an on behalf of

(Name and address of firm)

M/s

Telephone Nos.

FAX No.

Witness:

Signature:

Name :

Occupation:

Address:

Telephone nos.:

PART-I

INFORMATION AND INSTRUCTIONS FOR TENDERERS

Item Rate are invited through online bid from the resourceful, reputed and experienced Manpower supply Agencies for the work of the work of Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI Office campus, Gaighat, Po-Gulzarbagh, Patna during July 2016 to March 2017. The Bids shall be placed and downloaded online at <https://eprocure.gov.in/eprocure/app>.

1. FOR SPECIAL ATTENTION

(A) All tenderers are cautioned that tenders containing any deviations whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive.

(B) TENDERER SHALL SUBMIT THE FOLLOWING: -

- a. Proof of experience and work done certificate for similar type work /manpower supply works to be submitted along with tender.
- b. Proof of details of the organization, financial status, and available manpower at least the key personnel etc to be submitted along with tender.
- c. Proof of registration certificate of service tax, ESI, EPF to be submitted along with tender.
- d. 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.

(C) 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 "Supply of Terminal manning, in National Waterway No. 1 under RO Patna

3.0 Estimated cost and EMD of works is as under:

Sl. No.	Location of the work	Item Details	Estimated Cost (In Rs. lakhs) including all taxes, ESI, EPF, ESIC contractor profit, & other statutory dues etc excluding service tax as applicable as per tender (Rs. In Lakh)	EMD (in Rs.)
1.	IWAI Office Gaighat, Patna	Sweeping, mopping and cleaning of office area, chambers Cabin of officers, toilets, pantries & equipment rooms etc of IWAI Office campus, Gaighat, Po-Gulzarbagh, Patna	Rs. 4.89 Lakh	9800/-

4.0 Tender should be submitted online in two covers as:-

- Cover -1(Part-I) : Technical & Commercial Bid.
Cover -2(Part-II) : Price Bid of offer.

Cover –1: The first cover shall be submitted along with the following documents for the work of Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI Office campus, Gaighat, Po-Gulzarbagh, Patna during July 2016 to March 2017.

The technical bid shall be submitted online along with scanned copy of the following documents.

- q) Original Bid document duly filled in and completed in all respects except prices, signed with rubber seal on every page except Financial Bid as a proof of acceptance.
- r) Tender Acceptance letter (To be given on Company Letter Head)
- s) Blank Performa of schedule of prices (prices not to be filled).
- t) EMD and tender cost (Demand Draft as prescribed).
- u) Registration certificate of the Firm from concerned Authority.
- v) Valid registration certificate of service tax, ESI, and EPF etc from concerned Authority/Department.

- w) Experience certificate.
- x) Latest certificate of Bank Solvency from Nationalize /schedule bank as prescribed.
- y) Letter of Authority for signing and negotiation of tender (as the case may be).
- z) Permanent Account Number (PAN) issued by Income Tax Department.
- aa) Audited balance sheets along with turnover, profit and loss account for the last 3 years.
- bb) Cancelled cheque for E-Payment (As per annexure-II)
- cc) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- dd) The bidder declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
- ee) 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.
- ff) In addition to the above, the contractor is required to submit scanned copy of 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.

Note:- the Tenderer shall also submit the hard copies of tender in two sealed covers (apart from online copy) marked "Cover-1st" and "Cover-2nd". The cover 1st shall contain the Tender Fee, EMD and technical bids. The cover 2nd shall contain the Price bids. In case the first cover is not submitted with EMD & Tender Fee in a proper form, the second cover shall not be opened and rejected summarily. Both cover-1 & cover-2 are to be placed in a single cover. Duly sealed covers containing the hard copies of technical and financial bids will be put in a separate single cover which should be sealed. 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.

Envelope-2: The second cover shall be submitted along with the following documents for The work of Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI Office campus, Gaighat, Po-Gulzarbagh, Patna during July 2016 to March 2017..

- (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.

- (iii) The bidder must ensure to quote the rate of each item of Bill of Quantities. If the bidder has omit/left some items then the rate of such items shall be treated as zero value.
- 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:
- (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.

- (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.
 - (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. The Tenderer shall also submit the hard copies of Tender in two sealed covers (apart from online copy) marked "Cover-1"and "Cover-2".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/Performance Gurantee (PG) as per the clause of Security/Pg shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit/Pg 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 of successful bidder.
- 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 **Even after award of contract and subsequent execution of agreement, any information/documents submitted by contractor if found misleading/incorrect/false/fake/fraud etc. IWAI reserve the right to terminate the contract without giving any prior notice and the EMD/SD amount submitted for this work will be forfeited.**
- 21.0 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.
- 22.0 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.
- 23.0 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.
- 24.0 Suspension of Business of Contractor

As per clause no 23.2 & 23.3 of CPWD Enlistment rule -2005 modified upto 08.07.2013 suspension of business and removed from the list and are not eligible for award of any work whenever adverse report related to adverse performance, misbehavior, direct and indirect involvement in threatening, making false complaint, filing legal suites for playful reasons, hampering tender process or execution of contract or any act, omission or commission etc. damaging the reputation of department / Officer or other type of complaint considered fit by Authority,.

25. Banned or Blacklisted Contractors

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).

If a bidder has been banned by any Govt. or Quasi Govt. Agency or PSU, this fact must be clearly stated and it may not necessarily be a cause of disqualifying the firm. If this declaration is not given, the bid shall be rejected as non-responsive.

26 LAST DATE AND TIME FOR SUBMISSION AND OPENING

The opening of tender shall be online at 15.30 hrs on 24.06.2016 and all required document described in tender may be submitted to Director, Inland Waterways Authority of India, Gaighat, P.O. - Gulzarbagh, Patna- 800007 in the office on or before 15.30 hrs. on 24.06.2016.

27 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.

29. 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.

PART - II

**To be signed by the bidders' and same signatory competent/ authorized
to sign the relevant contract on behalf of IWAI.**
INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director, Inland Waterways Authority of India, Gaighat, Gulzarbag, Patnas-800007.

IWAI, (Hereinafter referred as the 'Principal/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender No : 8 IWAI/Estt./P (24B)/ 2016-17 (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for " the work of Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Office campus, Gaighat, PO-Gulzarbagh, Patna." hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if

any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has

substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IWAI.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and

consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :

SCHEDULES

SCHEDULE 'A' : Salient Features of the work.

Name of Work : Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Office campus, Gaighat, PO- Gulzarbagh, Patna.

Estimated cost of work: The work is estimated to cost Rs. 4.89 lakhs
This estimate, however, is given merely as a rough guide.

- (a) Earnest Money : Rs.9800.00
(b) Security Deposit : 10% of awarded value.

SCHEDULE 'B' : General Rules & Directions with reference to Terms & conditions of contract:

- (i). Officer inviting tender: - Director, IWAI, Gaighat, Patna-800007
- (ii). Tender Accepting Authority:- Director, IWAI, Gaighat, Patna-800007
- (iii). (a) Time allowed for submission of PG/SD as per clause 4.0 of terms & condition from the date of issue of letter of acceptance:- 15 days
(b) Maximum allowable extension beyond the period provided in (iii)
(a) above:- 7 days
- (iv). Percentage on Cost of Materials & Labour to cover all overheads and profits:- 15%
- (v). Standard Schedule of Rates:- Minimum wages of Govt of India with ESI, EPF, including all taxes etc except service tax.
- (vii) **Competent authority to levy liquidated damages for delay under clause 14:-**
- (a) Member(Technical), IWAI
(if the amount of contract is upto 100 lakhs).
- (b) Vice-Chairman/ Chairperson, IWAI, Noida
(if the cost of contract is more than 100 lakhs & up to 500 lakhs).
- (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).
- (vii) **Competent authority for foreclosure of contract in full or in part due to abandonment or reduction in scope of work as per clause 13:-**
- Engineer-in-Charge with the prior approval of
- (a) Member Technical), IWAI
(if the amount of contract is upto 100 lakhs).
- (b) Vice-Chairman/
Chairperson, IWAI, Noida (if the cost of contract is more than 100 lakhs & up to 500 lakhs).
- (c) Chairman, IWAI, Noida (if the amount of contract is more than 500 lakhs).

DEFINITIONS

1. The contract means the documents forming the tender and acceptance thereof and the format agreement executed between the Competent Authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them;
 - (i) The expression work or works shall unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original offered substituted or additional.
 - (ii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iii) The 'Employer' means the Chairman, Inland Waterways Authority of India and his successors 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 of IWAI Office Campus, Gaighat, PO-Gulzarbagh, Patna-800007 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.

PART-III

Terms & Conditions

Scope of work includes sweeping, mopping, and cleaning of common office area, rooms/chambers/cabin of officers, common toilets, attached toilets, pantries, elevator lobby, stairs and other rooms at Ground floor and First floor. (Detail of area of floors, Numbers of toilets and pantries and other details are placed in tender as Annexure-A). The work of sweeping, mopping & cleaning shall be done according to duration given in Annexure-B.

- **Minimum numbers of persons employed for this work should not be less than four.**
- **At any point of time during office hours at least two persons of the contractor should be available in the office.**
- **The office remains closed on off day, however the weekly cleaning as indicated in Annex-B to be done along with removal of cobwebs and miscellaneous items on these off days.**
- **The work should be supervised by the contractor at frequent intervals.**

1.0 General Conditions:

- 1.1 The firm shall follow the instructions given by the officer in-charge in IWAI.
- 1.2 The firm should use approved material for sweeping, mopping & cleaning with the best quality workmanship and materials shall be got approved by the IWAI before using.
- 1.3 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.
- 1.4 All the Safai Karamchari should wear the uniform and name badge to be provided by the bidder. Identity card to be issued to each worker.
- 1.5 Sufficient material shall be supplied to the Safai Karamchari by the contractor for sweeping, mopping and cleaning.
- 1.6 Space will be provided by IWAI to the Safai Karamchari for keeping their material within the premises.
- 1.7 The list of approved make of material is placed in the tender document at Annexure-C.

- 1.8 Any loss to Govt. property/theft committed by the worker/manpower of the firm shall be made good by the firm.
- 1.9 The period of contract is initially for nine month i.e. from July 2016 to March 2017 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 at same rates, terms and conditions of previous year contract/agreement after getting willingness from the concerned contractor and subject to satisfactorily performance of the works
- 1.10 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.
- 1.11 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 campus, Gaighat, Po-Gulzarbagh, Patna-800007

3.0 Earnest Money Deposit (EMD):

- 3.1 All the tenderers have to submit Rs. 9,800/- as EMD, in the form of Draft favoring "IWAI Fund" drawn at Patna
- 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/SD Amount : The successful tenderer/bidder shall be required to deposit an amount equal to 10% of value of the work order as performance guarantee/Security deposit in the form of demand draft payable at any nationalized/schedule bank inclusive of the EMD amount already submitted along with tender 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, duties and levies, octroi and all charges for insurance etc except service tax. The contractor shall show the service tax component as applicable separately in the bill/invoice and same shall be reimbursed to the contractor upon production of proof of its remittance to the concerned department.
- 5.2 The prices negotiated are inclusive of all payments due to employees of the contractor as admissible under Minimum wages Act of 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. The contractor should ensure that the quoted rates for the one year period should be at any point give enable him to discharge his responsibility as per Minimum Wages Act.

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 within 5th working day of the next month to IWAI for arranging payment and IWAI will release the payment of bill to the concerned firm within 15 days from the date of receipt of bills subjected to acceptance.
- 6.3 The employees should be paid by the firm / contractor on or before 10th 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 for arbitration. The arbitrator will be appointed by Chairman, IWAI.

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 with the jurisdiction of courts situated in Patna, Bihar.

13. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.

14. Liquidated Damage.

If the contractor fails to complete the work on or before the date of completion as per the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages at the rate of @1.5 % per month (delay of work to be computed on per day basis) on the total value of the order subject to maximum of 10%.

15. Termination of contract

IWAI reserve the right to terminate the contract of sweeping and mopping work at any time before expiry of the stipulated contract period by issue of one month's notice to the contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give one-month notice, failure to do so will result in forfeiture of deposited security amount.

16. Payment of wages

The contractor shall pay the labour employed by him either directly or through sub-contractors, wages not less than minimum 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.

Annex-A**Details of Work and Area of IWAI office**

S. N	DESCRIPTION OF WORKS	QUANTITY
1.	Up-keeping and cleaning of all type of floor and wall including Ceramic tile/Marble, Granite, carpets etc in office space first with brooms and then Mopped with dipped in approved quality disinfectant (Phenyl) etc. The common areas such as internal passages/lobbies, reception lobby, corridors, staircases area etc are required to be cleaned at least twice a day. Cleaning work described above should be completed by 10.00 hrs. in the morning and thereafter as and when required. All types of brooms and mops for cleaning etc. have to be provided by the contractor.	Ground Floor (865 Sqm.) First Floor (779 Sqm.) Terrace (400sqm) Roof (779sqm)
2.	Collection of dust, garbage, rubbish etc. from all the rooms/cabins and disposing off the same at nearest dustbin provided by Patna Civic Authorities. The containers/buckets for collecting garbage etc. have to be provided by the Contractor.	
3.	Up-keeping and cleaning of all wall panels, glass panels, doors, windows etc of the building (inside & outside both) with approved quality of cleaning liquids like Colin or equivalent etc. and cleaning of cobwebs	
4.	Cleaning of open ground areas, parking space, sentry post, road, lawn etc and disposal of garbage, rubbish etc.	2000 Sqm.
5.	Up keeping and cleaning of toilet floors, wall tiles, washbasins, WC pans, Urinals all CP fittings etc. with vim/surf/cleanzo. Providing liquid soap Air-freshner like Odonil or equivalent, naphthalene balls in wash basins, toilet paper rolls in sufficient quantity at all times. Cleaning of toilet fittings such as washbasins, WC pans, Urinal pans with toilet bowl cleaner like Harpic or equivalent of approved quality at least twice a day and also as and when required. Up keeping and cleaning of Urinal lines and WC pans lines with diluted acid of approved quality once a week and also as and when required.	
a)	Common toilets	14 nos.
b)	Attached toilets	8 nos.
c)	Pantry	1 no
d)	Storeroom	1no
6.	Cleaning of all type of office furniture including tables, chairs, almirah, and filing Cabinets, office equipments with dry dusters and wet dusters wherever required so as to keep them dust free in all office sections.	17 cabins
7.	Removal of cobwebs and cleaning of other miscellaneous items in all building.	From Ground floor to First floor and roof.

Annex-B**Duration of work and Daily Completion Time**

S.N	Description of work	Duration of Work	Daily Completion Time
	Up-keeping and cleaning of all type of floor and wall including Mosaic/Ceramic tile Marble, granite, carpets in office space first with brooms and then mopped with dipped in approved quality disinfectant(Phenyl) etc Ground Floor, First Floor etc	Twice in a day	10:00 am & 2:30 pm
2.	The common areas such as internal passages/lobbies, reception lobby, corridors, staircases and Ground Floor First Floor Terrace and portico	Twice in a day Twice in a day Twice in a day	10:00 am & 3:30 pm 10:00 am & 3:30 pm 10:00 am & 3:30 pm
3.	Collection of dust, garbage, rubbish etc. from all the rooms/cabins and disposing off the same at nearest dustbin provided by Patna Civic Authorities..	Once in a day	10:00 am
4.	Cleaning of open ground areas, parking space, sentry post, road, lawn, roof etc and disposal of garbage, rubbish etc.	Once in a day	11:00 am
5.	Up keeping and cleaning of toilet floors, wall tiles, washbasins, WC pans, Urinal pans, all CP fittings etc. with vim/surf/cleanzo.	Twice in a day	9:30 am & 3:00 pm
6.	Up keeping and cleaning of toilet fittings such as washbasins, WC pans, Urinal pans with toilet bowl cleaner like Harpic or equivalent	Twice a day	9:30 am & 3:00 pm
7.	Up keeping and cleaning of Urinal lines and WC pans lines with diluted acid	Once in a week	
8.	Cleaning of office furniture such as tables, chairs, almirah, and filing cabinets office equipments with dry dusters and wet dusters wherever required so as to keep them dust free in all office sections.	Once in a day	10:00 am
9.	Up keeping and cleaning of all wall panels, glass partitions, doors, windows etc of the building (inside & outside both) with approved quality cleaning liquids like Colin or equivalent etc. and removal of cobwebs	Twice in a week during working days	4:00 pm during working days and Saturday
10.	Removal of cobwebs and cleaning of other Miscellaneous items in all building.	Once in a week	Saturday
11	Cleaning of windows and glass panels from outside of office building.	Once in every 15 days	Saturday

Note: All items alone if required has to be done when directed by IWAI on need basis as and when required.

LIST OF ACCEPTABLE MATERIALS

The following are the list of approved brands/ makes of material required under this tender.

Sl.No	Description of Item/Material	Approved Brands/makes
1.	Disinfectant (Phenyl)	Lizol, Doctor, Trishul, Cleanzo
2.	Liquid Soap	Dettol, Lifebuoy, Savlon
3.	Air-freshener	Odonil, Airwick, Wizard
4.	Toilet Bowl Cleaner	Harpic, Domex,
5.	Glass Cleaner	Colin, Nano clean, Cleanzo
6.	Naphthalene Balls	Trishul, Bengal Chemicals, Cleanzo
7.	Toilet Paper in attached toilets	Wintex, S.R.Foil, Beeta

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

PROFORMA FOR AGREEMENT

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

CONTRACT AGREEMENT FOR THE WORK OF

Made this Day of.....

Between..... M/s

Hereinafter called the “Contractor” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part; and Inland Waterways Authority of India, Gaighat, Po-Gulzarbagh, Patna hereinafter called the “OWNER” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

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

AND WHEREAS

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

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

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

AND

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

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

Signed and Delivered for
and on behalf of
CONTRACTOR

.....
.....

Date:
Place:

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

.....
.....

Date:
Place:

In presence of Witness (Signature with Name & Address)

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

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:

I/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

No. _____ Authorization

Name: _____

Official Seal/Stamp

Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Office campus, Gaighat, Gulzarbagh Patna.

TENDER NO. **8 IWAI/Estt./P(24B)/ 2016-17**

PART – IV

PRICE BID

Bill of Quantities

Name of work: - Sweeping, mopping and cleaning of office area, chambers and Cabin of officers, toilets, pantries and equipment rooms etc of IWAI, Gaighat, Gulzarbagh Patna..

Item no.	Description of item	Qty.	Unit	Rate	Amount In Rs.
1	Up-keeping and cleaning of all types of floor and wall including Mosaic-tile /Granite Tile / Ceramic tile, carpets etc in office space first with brooms and then mopped with dipped in approved quality disinfectant (Phenyl) etc including collection of dust, garbage, rubbish etc. from all the rooms /cabins and disposing off the same at nearest dustbin provided by Patna Civic Authorities. Up keeping and cleaning of all common areas including internal passages /lobbies, reception lobby, corridors, staircases area etc. Up keeping and cleaning of all wall panels, glass partitions, doors, windows etc. of the building (inside & outside both) with approved quality cleaning liquids like Colin or equivalent etc. Cleaning of open ground areas, sentry post, lawn, parking space and road etc. Up keeping and cleaning of toilet floors, wall tiles, washbasins, WC pans, Urinal pans, all CP fittings etc. with vim/surf/cleanzo. Providing liquid soap, Air-freshner like Odonil or equivalent, naphthalene balls in basin, toilet paper rolls in sufficient quantity at all times. Cleaning of toilet fittings such as washbasins, WC pans, Urinal pans with toilet bowl cleaner like Harpic or equivalent of approved quality at least twice a day and also as and when required. Up keeping and Cleaning of urinals lines and WC pans lines with diluted acid of approved quality once in a week and as when required				

	Cleaning of all type of office furniture including tables, chairs, almirah, and filling cabinets office equipments with dry dusters and wet dusters wherever required so as to keep them dust free[As per detail of work and area of IWAI Office (Annexure-A) & As per Duration of work and dail completion time (Annex-B). Minimum numbers of persons employed in the office should not be less than four. At any point of time during office hours two persons of the contractor should be available in the office. The contractor should ensure that the work is supervised daily and reported to officer in charge. The office remains closed on Sunday/holiday, however the weekly cleaning as indicated in Annex-B to be done along with removal of cobwebs and miscellaneous items on Saturdays also.			
a)	Labour Charges including supervision charges and others. (This should include all types of labour charges as required to complete the work including supervision & cleaning as indicated at Annex 'A' & 'B'. This also should include all Taxes and statutory payments to be made as per law except service tax) during October 2015 to March 2016 The details of approved material is required for sweeping, mopping and cleaning is mentioned at Annex-C.	9	Per month	
b)	Material Charges including all taxes etc. during July 2016 to March 2017	9	Per month	

Amount in words:

Note:

1. The rates quoted at (a) above should include all taxes and the statutory charges payable by the contractor like ESIC & EPF, TDS, Profit for service provider etc except service tax.