



TENDER DOCUMENT

FOR

**APPOINTMENT OF CONSULTANT FOR DETAILED
DESIGNING AND ASSIST IWAI IN CONSTRUCTION
SUPERVISION OF FOUNDATION STRUCTURE FOR STEEL
GANGWAY TO BE INSTALLED AT IWAI JETTY AT
KOLKATA AND HALDIA**

APRIL- 2016

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

P-78, Garden Reach Road, Kolkata-700043

Tel (033) 24390393,24395577 Fax (033) 24395570

Email: www.iwaical@yahoo.com,

NIT FOR PUBLICATION IN WEBSITE



**INLAND WATERWAYS AUTHORITY OF INDIA,
P-78, GARDEN REACH ROAD, KOLKATA - 700043**

Tender documents for appointment of consultant for detailed designing and Assist IWAI In construction supervision of foundation structure for steel gangway to be installed at IWAI Jetty at Kolkata and Haldia

Bids/tenders are invited from experience civil consultant or civil consulting agency for detailed design/drawing, assist IWAI in construction supervision of works, certification of works / stage completion etc. for assist IWAI in construction of piled foundation structure (2 nos. at Haldia & 1 no. at BISHN Jetty, Kolkata) for installation of steel gangway (30mX 2.2m).The bidder shall have experienced in similar work.

Tender cost: 500/-. Date of download/sale of Tenders is from 15.04.2016 (10:00 Hrs.) to 21.04.2016. Last date of submission of bids/tenders: 15.04.2016 up to 15:00 hrs. Date of opening: 21.04.2016 at 15:30 hrs. The details, terms & conditions please refer to IWAI website www.iwai.nic.in

DIRECTOR



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

P-78, Garden Reach Road, Kolkata-700043

Tel (033) 24390393,24395577 Fax (033) 24395570

Email: www.iwaical@yahoo.com,

File No. IWAI/KOL/MM/(76)/2015-16/Pontoon

08.04.2016

To

Sir,

Sub: Tender documents for appointment of consultant for detailed designing and Assist IWAI In construction supervision of foundation structure for steel gangway to be installed at IWAI Jetty at Kolkata and Haldia **reg.**

Bids/tenders are invited from experience civil consultant or civil consulting agency for detailed design/drawing, assist IWAI in construction supervision of works, certification of works / stage completion etc. for assist IWAI in construction of piled foundation structure (2 nos. at Haldia & 1 no. at BISN Jetty, Kolkata) for installation of steel gangway (30mX 2.2m).The bidder shall have experienced in similar work. If interested, the tender document may be downloaded from the website of IWAI <http://www.iwai.nic.in> from 15.04.2016 to 21.04.2016 and submit the cost of tender paper of Rs. 500/- in form of Demand Draft of any Indian schedule bank payable to "IWAI Fund" at Kolkata. The bid submission closing date and time is 21.04.2016 up to 15.00 hrs.

Yours faithfully,

(S.V.K.Reddy)
Director

Encl: As above



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_____, 2016

NOTICE INVITING TENDER

The Inland Waterways Authority of India (IWAI) hereby invites tenders/bids in two cover system (Cover-I - Technical Bid and Cover-II - Financial Bid) from Bids/tenders are invited from experience civil consultant or civil consulting agency for detailed design/drawing, assist IWAI in construction supervision of works, certification of works / stage completion etc. for assist IWAI in construction of piled foundation structure (2 nos. at Haldia & 1 no. at BISN Jetty, Kolkata) for installation of steel gangway (30mX 2.2m).The bidder shall have experienced in similar work.

Item	Particulars	Place of Works	Period of completion	Estimated cost (In RS)	S.D (in Rupees)
1	Appointment of consultant for design of pile foundation for steel gangway.	Haldia & BISN Jetty	120 days form award of work	3,25,000.00	32,500.00

TERMS & CONDITIONS

Interested bidders may download the bid document from IWAI's website <http://www.iwai.nic.in>. as per the schedule as given in Critical Date Sheet as under-

CRITICAL DATE SHEET

Publishing Date	15.4.2016
Document Download/Sale Start Date	15.4.2016
Document Download/Sale End Date	15.4.2016
Seek Clarification Start Date	15.4.2016
Seek Clarification End Date	21.4.2016
Bid Submission Start Date	15.4.2016
Bid Submission Closing Date	21.4.2016 upto 15.00 hrs
Bid Opening Date	21.4.2016 at 15.30 hrs

Applicant submitting the downloaded version would need to pay the cost of tender document/bid along with the application through a non-refundable demand draft for Rs.500/- drawn in favor of "IWAI FUND" payable at Kolkata. Tender document will be available on the above website from 15.4.2016 to 21.4.2016.

A signed declaration stating that no alteration has been made in any form in the downloaded tender document/bid is to be enclosed with the tender by bidder for downloaded tenders. The amendment /clarification, if any, to the document will be available on the above website.

2. Tenderer shall agree to the terms & conditions of the tender and submit the tender duly signed in each page for agreeing the same.

3. Eligibility Criteria :

The tenderer shall meet the following pre-qualification criteria:

- i. Tenderer shall have Permanent Account Number issued by Income Tax Deptt.
- ii. The tenderer should submit the copies of Service tax, VAT & TIN registration Certificate etc. issued by Competent Authority.
- iii. The tenderer shall be Income Tax assessee and shall submit the Audited Balance Sheet for the last years..
- iv. The consultant shall possess minimum degree in civil Engg. or architecture Engg. and have the knowledge of similar works.
- v. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
- vi. The tenderer shall submit required Earnest Money Deposit in the form of demand draft in the name of 'IWAI FUND' from any nationalized/scheduled bank. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause 6 shall be deemed to be rejected.

4. The complete bid as per the tender documents should be submitted to Director, I W A I, P-78, Garden Reach Road, Kolkata-700043 by 1500 hours on 21.4.2015. The technical shall be opened on 21.4.2015 at 15.30 hours in the presence of the representatives of the bidders, if any.
5. The proposal, or any query or clarification on the bid document shall be submitted to the following address:

Director
Inland Waterways Authority of India,
P-78, Garden Reach Road,
Kolkata – 700043

Tel (033) 24390393/5577, Fax (033) 24395570/1710

Website : www.iwai.nic.in.

6. 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
IWAI**

FORM OF TENDER

To,

DIRECTOR
INLAND WATERWAYS AUTHORITY OF INDIA,
P-78, GARDEN REACH ROAD, KOLKATA-700043

Name of Work: Appointment of civil consultant .

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement etc for the above named works, I/We hereby tender for execution of the works referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

2. I/We undertake to complete and Deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.

3. I/We have deposited with the Director, IWAI, Kolkata Rs.vide DD No.dated as Earnest Money for the tender.

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to 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 tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.

7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.

8. If my/our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.

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

10. I/We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

11. I/We certify that I/we am/are familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein or environment.

12. It is certified that all information given in the tender is true and nothing has been concealed/ distorted. If at any time, it is found to have concealed/ distorted any material as mentioned above I/we am/are agreeable for summarily termination of contract by IWAI.

Date

Signature

Name

Designation

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

M/s

Telephone nos.....FAX No.....

Witness :

Signature.....

Name :

Occupation

Address

Telephone nos.

A. INFORMATION ON PAST EXPERIENCE

Sl. No.	Details of works	Name & address of client	Contract value	Period of completion

WARRANTY FORM

M/s..... having registered office at..... (herein after referred to as the contractor) having carefully studied all the documents, specifications, designs, drawings etc. pertaining to the contract for works required for the work ofand the local and site conditions and having under taken to execute the said works.

DO HEREBY WARRANT THAT

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

Date:.....

For and on behalf of the

contractor

Signature:

Name:.....

A. General

1. INFORMATION AND INSTRUCTIONS FOR TENDERERS

- (A) The details of work to be carried out and its scope are given in this tender document, which also indicate brief descriptions of the work to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 1.** The tenderers are advised to inspect and examine the site/works and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract:
- a) Site conditions including access to the site, existing and required roads and other means of transport/ communication for use by him in connection with the work;
 - b) Requirement and availability of land and other facilities for his enabling works, colonies, stores & workshop etc.
 - c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
 - d) Source of extent of availability of suitable materials including water and labour (technical, skilled and unskilled) etc., required for work and Laws and Regulations governing their use and employment.
 - e) Geological, meteorological, topographical, hydrological, morphological and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work.
 - f) The type of equipment and facilities needed, preliminary to / for and in the performance of the work and;
 - g) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
- 2.** The tenderers shall note that information, if any in regard to the work site and local conditions as contained in these tender documents except for the material agreed to be supplied by the Authority, has been given merely to assist the tenderer and is not warranted to be complete.
- 3.** The tenderers shall note and bear in mind that the Authority (IWAI) shall bear no responsibility for the lack of acquaintance with site condition. System etc. or any information relating thereto, on their part. The consequence of the lack of any knowledge aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever

consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority. The tenderer shall take all precautions for ensuring sound and quality work and shall be responsible for safety of structure. Tenderer may suggest appropriate measures, if required to ensure safety of structure both in design and during execution.

4. Immediately upon receipt of the Tender documents from the authority, the tenderers are urged to submit a written request at least two days prior to the date fixed for submission of the tender to the Engineer-in-Charge issuing the tender, on matters where clarifications or additional information is desired, if needed.

(B) INSTRUCTIONS FOR SUBMISSION OF BID

1.0 All covering letters and information to be included in the bid shall be submitted along with the bid itself.

2.0 This tender schedule is only for the work of **“APPOINTMENT OF CIVIL CONSULTANT.”**

3.0 Tender should be submitted in two covers viz. separate sealed Envelope-1 and Envelope-2 duly super scribing clearly the name of the work **“APPOINTMENT OF CIVIL CONSULTANT”** and the note **TENDERS TO BE OPENED BY THE ADDRESSEE ONLY”** written prominently. Further, envelope containing each part shall be superscripted as under:

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

COVER-1

- a) Bid document marked Original duly completed and signed on every page except prices.
- b) Blank Performa of Schedule of Prices (prices not to be filled)
- c) Earnest Money & cost of tender Deposit (Demand Draft as prescribed)
- d) Service tax, VAT & TIN certificate of firm from concerned Authorities.
- e) Certificate for educational qualification and experience certificate for similar design & construction works alongwith copy of educational technical qualification etc.
- f) Permanent Account Number (PAN) issued by Income Tax Department.
- g) Audited balance sheets along with turnover, profit and loss account for the last one year.
- h) In case bid is by a agency/ firm, the qualification and experienced of the experts/ proficient proposed to be involved in the work shall be carried and the same shall be provided by the bidder.
- i) The firm shall give a declaration that they have not been banned or de-listed by any govt. or quasi Govt. agency or public Sector Undertaking.

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

- j) The firm shall give a declaration that they have not been submitted or given any false certificate/ documents/ statement with this bid and in case of so far, the bid shall be cancelled by Engineer In charge without any notice or prior information. Also EMD shall not be returned to the bidder.

COVER-2:

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

This cover will be opened only after the bid as submitted under Cover-I is technically qualified i.e. when IWAI is satisfied with contents of **Cover-I** as well as the qualification and experience of the tenderer. This cover will contain price bid in the specified format, all blank space dully filled in, and signed by the tenderer under the common seal of the company.

- (j) common seal of the company.
(n) **Price Bid in excel format provided along with this tender shall be used for quoting prices/offer.**

5. Bid Prices

5.1 The bidder shall quote rates and prices (both in figures and words) for all items of the Works described in the cost schedule.

5.2 All duties, taxes, royalties, services Tax and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The service component shall be retained and will be paid to the bidder only on submission of challan for payment of Service Tax.

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

7.0 Earnest Money Deposit separately should be submitted by Demand Draft drawn in favour of “IWAI-Fund” payable at Kolkata on any Nationalised/ Scheduled Bank of India for each stretch. Bids not accompanied with EMD in form of Demand Draft are liable for rejection.

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 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 page in the tender will be dated.

11.0 Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.

- 12.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation. In case IWAI requires any information/ clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid.
- 13.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be signed by the Bidder.
- 14.0 The Bid documents shall be signed by the bidder on each page.
- 15.0 Bidders should indicate at the time of quoting against this bid their full postal addresses, telephone numbers and other communication details enabling IWAI to contact the bidder in case the need so arise.
- 16.0 Bidder shall set their quotations in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words; the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as “subject to minimum acceptance” or “subject to availability of material/ equipment” etc. is liable to be rejected.
- 17.0 IWAI shall have a unqualified option under the said bid bond to claim the amount there under in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the Work to the Bidder.
- 18.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit in accordance with tender conditions EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.
- 19.0 IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 20.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.
- 21.0 The Tender Evaluation Committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderer or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absentee tenderer.

- 22.0 The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/ failure on the part of such successful tenderers to execute such a contract shall be deemed to be a failure on the part of such successful bidder to comply with the terms contained herein.
- 23.0 IWAI reserves the right to reject any or all bids without assigning any reasons.
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TECHNICAL CONDITIONS

1. Service of appointee consultant is purely on temporary basis and shall not be claimed for regularization or permanent job in this Authority.
2. Consultant shall provide his service till completion of entire works to the satisfaction of EIC.
3. The entire contract shall be as quoted amount and same shall be paid on stage / works completion basis.
4. Works/ inspection have to be carried out as per direction of EIC.
5. The necessary conveyance for attending to office, work site, inspections etc. have to arrange by the consultant own only. IWAI shall not be provided any transport in this regard.
6. During the period of engagement, no TA/DA shall be provided by IWAI.
7. During the period of engagement no stationary shall be provided by IWAI.

The payment shall be released as per progress of works as under:-

1. Completion of piling works casting of slab & other fittings at Jetty no. 3 (Haldia) & ready for installation of Gangway along with approach walkway etc. @ 25% of total contact amount at Haldia.
2. Completion of casting of slab & other fittings at BISN Jetty, Kolkata & ready for installation of Gangway along with approach walkway etc. @ 25% of total contact amount.
3. Completion of entire works of Jetty no. 1 at Haldia i.e fitting of retro bolting & installation of Gangway works @15% of total contact amount.
4. Completion of entire works & installation of all three Gangway at Haldia & BISN Jetty @ 35% of total contract amount.
5. In case of failure of RCC Stage Gangway by any means, the sole responsibility shall be consultant and he will be solely liable for that and accordingly action shall be taken as per rules.
6. During the works in case of any accident or death is happened, IWAI shall not be responsible and liable and in this regard no payment shall be made by IWAI.
- 7.S.D. shall be released after completion of guarantee period of RCC gangway stage jetty at Haldia & BISN Jetty.

PRICE SCHEDULE FOR APPOINTMENT OF CIVIL CONSULTANT					
Sl. No.	Description	Qty.	Unit	Rate	Amount
1	Appointment of civil consultant for detailed design/drawing, construction ,supervision of works, certification of works as ,stage completion, etc. as required for completion of entire works of construction of RCC stage for installation of gangway at Haldia (2 no) and BISN Jetty Kolkata (1 No.)	Haldia (2no.) & Kolkata BISN JETTY (1NO.)	No.		
	Service Tax @ 14.5%		LS		
	Total				

AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works for _____

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

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

- i) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty

- ii) Information & instruction for Tenders
 - (a) Schedule - Bill of Quantity
 - (b) Annexure

- iii) General Conditions of Contract

- iv) Technical specifications and Special Conditions of Contract

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

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

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

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

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

For and on behalf of
Contractor

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____