



TENDER DOCUMENT

FOR

**REMOVAL OF EARTH/SOIL THROUGH ACTION
FROM IWT TERMINAL AT GAIGHAT, PATNA,
BIHAR**



TENDER No. : IWAI/PTN/17(13)/Removal Earth/2013-14

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

Telephone No.0612-2630114 & 2630100



INLAND WATERWAYS AUTHORITY OF INDIA

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

TENDER No. : IWAI/PTN/17(13)/Removal Earth/2013-14

Date:

To

Sub: Tender document for Removal of earth through auction in IWT Terminal at Gaighat, Patna, Bihar.

Ref: Your letter no.

Dated: _____

Sir,

With reference to your letter cited on the above-mentioned subject, please find enclosed herewith one set of tender document for the subject work. You are requested to go through the terms and conditions carefully and also visit the site to familiarize and submit your tender as per procedure explained therein.

The last date for receipt of tender is 11.12.2013 up to 1500 hours at the office of the Director, IWAI, IWT Terminal, Gaighat, P.O.- Gulzarbagh, Patna - 800 007.

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

Yours faithfully,

-Sd-

DIRECTOR



INLAND WATERWAYS AUTHORITY OF INDIA

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

Tender No IWAI/PTN/17 (13)/Removal Earth/2013-14

Sealed tender are invited from the experience contractors for removal of soil/earth through auction in IWT Terminal, Gaighat, Patna. Auction Cost of work/ Cost of tender paper/ EMD are available at web site. Date of sale: From 02-12-2013 to 10-12-2013. Last date for submission: 11-12-2013, date of opening 11-12-2013. Further details are available at web site www.iwai.nic.in.

DIRECTOR

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INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

Telephone No.0612-2630114 & 2630100

NOTICE INVITING TENDER NO. : IWAI/PTN/17(13)/Removal Earth/2013-14

1. **Name of Work:** – Removal of earth through auction in IWT Terminal at Gaighat, Patna, Bihar.
2. Earnest money Rs 40,000/- and Minimum Auction value Rs 4.00 Lakhs
3. Date of sale of tenders: From **02-12-2013** to **10-12-2013**
4. Last date of submission of tender: **11-12-2013** up to **15.00 hours**.
5. Date of opening of technical bid of the tender: **11-12-2013** at **15.30 hours**
6. Tender papers for above can be obtained from the office of the Director, IWAI, IWT Terminal, Gaighat Patna –800007 (BIHAR). Telephone Nos. 0612-2630114 & 2630100 on production of documentary evidence of sufficient yearly turn over etc. The tenderer have to be Income Tax Payee & shall submit copy of his PAN number along with the request for Tender Document on payment of ` **Rs 1000.00** (Non-refundable) by Demand Draft of a Schedule bank payable at Patna, drawn in favour of “IWAI FUND”, Patna
7. The tender document can also be downloaded from the <https://eprocure.gov.in/eprocure/app>” and IWAI’s “website, www .iwai.nic.in” Bidders the downloaded version of tender document are required to submit Rs **1000/- (Rupees one thousand only)** submitting i.e. an amount equal to the cost of tender document along with tender in the form of non refundable demand draft made in favour of ‘IWAI fund’ payable at Patna at any nationalized/ schedule bank. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

sd
DIRECTOR



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

Telephone No.0612-2630114 & 2630100

NOTICE INVITING TENDER

TENDER No. : IWAI/PTN/17(13)/Removal Earth/2013-14

- 1. Name of Work:** Tender for removal of earth/soil through auction in IWT terminal at Gaighat, Patna-800007.
- 2.** Inland Waterways Authority of India (IWAI) invites sealed tenders in one cover Technical bid and Financial Bid from experienced contractors for the work for removal of earth/soil through auction in IWT terminal at Gaighat, Patna-800007.

The sealed tenders should super scribe the words “Tenders for removal of earth/soil through auction in IWT terminal at Gaighat, Patna-800007.

- 3 Auction Cost of the work and EMD requirement are as under:**

Sl. No	Name of work	Place of work	Qty of earth to be removed in Cum	Minimum auction value (Rs. in Lakh)	EMD (in Rupees)
1.	Removal of earth/soil through auction.	In IWT terminal at Gaighat, Patna, Bihar.	21,849	4.0	40,000/-

TERMS & CONDITIONS:

- 4** Interested bidders may obtain non-transferable bid document by submitting non-refundable demand draft for Rs 1000/- (Rupees one thousand only) drawn in favour of “IWAI FUND” payable at Patna. Tender document will be available for sale from 02.12.2013 to 10.12.2013 between 10.00 hours to 16.00 hours (IST) on any working day from Monday to Friday/ Saturday from the office of the -----

DIRECTOR,	IWAI, IWT Terminal, Gaighat, Patna (BIHAR)
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- 5** The tender document can also be downloaded from the IWAI’s website “www.iwai.nic.in”. Bidders submitting the downloaded version of tender document is required to submit Rs 1000/- (Rupees one 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. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

- 6 The tenderer shall meet the following qualification criteria:
- i. Tenderer shall be income tax payee and shall submit Permanent Account Number issued by Income Tax Deptt.
 - ii. Latest certificate of solvency for **Rs 10 lakhs** from any nationalized/scheduled bank.
 - iii. The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
 - iv. **Before quoting the rate, the tenderer should visit the site for his satisfaction and without visiting the site quoting the rate by the tender is not responsible IWAI for any future obligation for auction cost.**
 - v. The tenderer shall submit required Earnest Money Deposit in the form of demand draft. Any/all submissions made without the earnest money and/or after the date mentioned hereinafter in clause 6 shall be deemed to be rejected.
 - vi. If any bidder not submits the EMD amount or Tender cost, then the Authority will consider him as a disqualified bidder for this works and his auction amount quoted by him will not be considered.
7. The complete bid as per the tender document should reach the office of Director, Inland Waterways Authority of India, IWT Terminal, Gaighat, Patna, Bihar. latest by 15.00 hrs. on 11.12.2013. The technical & financial bid will be opened on same day at 15.30 hours in the presence of intending bidders.
8. IWAI reserves the right to accept or reject any or all tenders without assigning any reason and no correspondence shall be entertained in this regard.

Director

FORM OF TENDER

To,

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

Name of Work: Tender document for Removal of earth/soil through auction in IWT Terminal at Gaighat, Patna-800007

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, general conditions of contract, Special Condition of contracts, Technical, General and Detailed specification, Schedules and Bill of Quantities, agreement and bank guarantee forms, etc for the above named works, I/ We hereby tender for execution of the works referred to in the tender documents in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and Deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, designs, drawings and instructions as mentioned in the tender documents.
3. I am tendering for the works mentioned in the table below and submitting the EMD for the above work of NW-1 in the form of demand draft in favour of IWAI Fund payable at _____ at Nationalised / schedule bank as per the details given therein:

Sl. No	Name work & Location	Demand draft No. & Date	EMD (Rs.)	Details of Bank (Name of Bank, Branch & address)
1	Removal of earth/soil through auction in IWT terminal at Gaighat, Patna-800007			

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

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

5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to an other right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We 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.

Date

Signature

Name

Designation

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

M/s

.....

Telephone nos.....FAX

No.....

Witness :

Signature.....

Name :

Occupation

Address

Telephone nos.

WARRANTY FORM

M/s _____

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

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

DO HEREBY WARRANT THAT:

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

Date:

For and on behalf of the Contractor.

Signature : _____

Name : _____

Stamp : _____

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

INFORMATION AND INSTRUCTIONS FOR TENDERERS

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

(B) INSTRUCTIONS FOR SUBMISSION OF BID & SPECIAL TECHNICAL CONDITION

- 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 “Tender document for removal of earth/soil through auction from Gaighat, IWT Terminal, Patna, Bihar.
- 3.0 Estimated cost of works is as under:

Sl. No	Name of work and Location	Minimum auction value (Rs. in Lakh)	Minimum Bank solvency required (Rs. In Lakhs)
1.	Removal of earth/soil through auction in IWT terminal at Gaighat, Patna-800007	4.0	10.00

- 4.0 Tender should be submitted in one sealed envelope duly super scribing clearly the name of the work “**Removal of earth/soil through auction in IWT terminal at Gaighat, Patna-800007.**”
- a) Bid document marked Original duly completed and signed on every page.
- b) Performa of Schedule of Prices (prices to be filled)
- c) Earnest Money Deposit (Demand Draft as prescribed)
- d) Experience certificate if any
- e) Latest Solvency certificate as prescribed.
- f) Cancel cheque for refund of EMD amount through RTGS.
- g) Letter of Authority for signing and negotiation of tender (as the case may be).
- h) Permanent Account Number (PAN) issued by Income Tax Department.
- i) A Signed declaration stating that no alteration has been made in any form in the downloaded tender document to be attached.
- 5.0 Bidders are advised to submit quotation strictly based, terms and conditions contained in tender documents and not to stipulate any deviations. Any change in this may lead to rejection of bid.
- 6.0 Earnest Money Deposit 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 the said work. Bids not accompanied with EMD in form of Demand Draft are liable for rejection.
- 7.0 In case the purchaser of the tender document decide not to quote for this work, then the complete set of bid document may kindly be returned to the IWAI.

- 8.0 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.
- 9.0 Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.
- 10.0 Bidders shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder's organization as following:
- 10 (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
- 10 (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
- 10 (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
- 10 (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
- 10 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished along with the Tender.
11. 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.
12. 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.
- 13.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-relation. In case IWAI requires any information/

- clarification(s) from the Bidder in respect of the bid documents, the bidder shall be required to furnish the same in writing, to IWAI at the earliest where no time is specified by IWAI to furnish the same. A failure to furnish the same shall entitle IWAI to cancel/ reject the bid.
- 14.0 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.
- 15.0 The Bid documents shall be signed by the bidder on each page.
- 16.0 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.
- 17.0 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.
- 18.0 IWAI shall have an 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.
- 19.0 The EMD shall be retained with the IWAI until finalization of execution of works. Further, auction amount deposit as per the tender document shall be deposit by the successful bidder. If the tenderer fails to furnish the full auction amount 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 Auction amount.
- 20.0 **IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders as per clause no.32 and no interest shall be payable on EMD by IWAI.**
- 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 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 LAST DATE AND TIME FOR SUBMISSION AND OPENING

The tender shall be received upto 15.00 hrs. on 11.12.2013 and shall be opened at 15.30 hrs. on the same day in the presence of authorized representatives of the tenderers who would like to be present at the time of opening. No late tenders shall be considered.

25 Plants and equipments

The tenderer shall be declared the availability of equipment and machineries' for executing this works in the prescribed format given in the tender document.

26. VALIDITY OF PRICES

The tenderer should quote the rate of items of work in prescribed schedule. The rates quoted should be firm and not to make any modifications in its terms and conditions. The price will valid for 120 days only from the closing date of tender.

27. DURATION OF WORK- The removal of earth should be completed within period from December'2013 to May'2014 (Maximum period allowed 150 days from the date of hand over the site)

28. EXTENSION OF TIME

In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time not more than 1/3rd of the total completion period without any financial implication.

29 Before quoting the rate, the tenderer should visit the site for his satisfaction and without visiting the site, quoting the rate by the tenderer, will not responsible by IWAI for any future obligation for auction cost.

30 The highest amount quoted by the bidder/firm will be allowed to removal of earth through auction from Gaihat terminal after deposit of full auction amount.

31. AUCTION AMOUNT

The highest rate quoted by the bidder shall be required to deposit an amount equal to 100 % of the quoted auction value including EMD amount within 10 days from the date of issue of letter by Authority and after deposit of full auction amount, the work order will be issued to the contractor/firm within 7 days from the date of full deposit amount. The amount should be deposited by way of Demand Draft in favour of 'IWAI FUND' payable at Patna. In case the first highest bidder unable to deposit full auction amount in the prescribed period then IWAI can offer the auction work to the 2nd highest bidder and EMD deposit by the first highest bidder will be forfeited.

32. The EMD deposit due shall, on demand, be returned to the unsuccessful contractor within one month after issue of work order.
- 33) During removal of earth IWAI will keep record how many numbers of trucks are engaged for removing of earth per day. If the same is exceeded beyond 3642 trucks /Dumper or 21,849 cum (on an average of 6cum per truck/Dumper has been considered) then IWAI shall charge proportionately per truck or per cum in addition to the auction value after taking joint measurement on the basis of joint leveling.
- 34) The rate for removal of earth through auction for each truck/dumper is considered Rs 110.00 for on an average of 6 Cum per truck/Dumper and proportionately charges will be made over the additional exceed quantity on auction value.
- 35) **The site for removal of earth will be handed over to the contractor within one week from the date of issue of work order after taking joint measurement on the basis of pre joint leveling by IWAI and contractor for avoiding any future dispute.**
- 36) This auction is only for 21,849 Cum earth/soil. After final measurement if additional quantity of earth will be arrived as per joint measurement on the basis of post joint leveling then contractor will have to pay the additional amount proportionately otherwise the removal of earth will be stopped by the Authority without prior to any notice to the bidder.
- 37) If contractor is unable to remove the earth due to natural calamity like due to rain or due to coming of early monsoon then the payment will be made proportionately on the basis of joint measurement. Accordingly, the balance amount due will be returned to the contractor.
- 38) If any obstruction arrived at the site and the total full quantity of siltation earth removed from the site is found less than 21,849 cum as per joint measurement, then IWAI will return the balance amount to the contractor proportionately.
- 39) **After depositing of full auction amount, If the contractor will not start the removal of earth within 30 days due to his negligence, then Authority have rights to award the auction work to the 2nd highest bidder or retender the said work again as per situation arrive and auction amount deposited by the 1st bidder will not be refunded to him at any cost and will be forfeited.**
- 40) If the contractor will not remove the earth intentionally after depositing the full auction amount then no amount will be refunded to the contractor so far. .
- 41) Always all the measurement will take jointly by IWAI and contractor or contractor representative only.
- 42) Preference will be given the bidder who has more numbers of equipment and machineries.
- 43) The successful tenderers shall be required to execute a contract agreement in the given format within 15 days from the date of issue of work order. 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.

- 44) **After submission of full auction value by the contractor if neglect to remove the earth intentionally by the contractor then no any amount will be refunded to the contractor. Further, if the contractor neglects to remove the earth for a period of more than 15 days in entire contract period from the date of handing over the site then no any amount will be refunded to the contractor. After issue of work order if the contractor will not be taken over the site as stipulated period for removal of earth then delay period will be count as negligence period as mentioned above and proportionately quantity and cost will not be considered in this case.**
- 45) During the removal of earth if any accident, injury or life death will happen due to negligence of the contractor, it is the fully responsible of the contractor and compensation as per provision of law will be bear by the contractor and IWAI will not responsibility for it. The contractor will have to follow all labour laws as per Govt. rule.

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 & Special technical condition
- iii) (a) Schedule - Bill of Quantity
- (b) Annexure

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 _____

BILL OF QUANTITY

The bidders are requested to quote their auction amount in column – 5 given below for removal of earth/soil from IWT Terminal at Gaighat, Patna.

Sl. No	Name of work and Location	Minimum Auction value (Rs. in Lakh)	Quantity of earth to be removed in Cum	Auction amount to be Quoted by the bidder (Rs)
1	2	3	4	5
1.	Removal of earth/soil through auction in IWT terminal at Gaighat, Patna - 800007	4.0	21,849	

(Rupees

.....

.....Only)

Signature of Contractor with seal

END OF PAGES (02 to 22)