

TENDER DOCUMENT

FOR

**Operation and comprehensive maintenance of 125 KVA and 160 KVA
Diesel Generator set installed at IWAI Office cum R&D Complex at
A-13, Sector-1, Noida.**

July 2009

TENDER No. : IWAI/PR/BLDG/23/99 (Vol-II)



**INLAND WATERWAYS AUTHORITY OF INDIA
A-13, SECTOR-1
NOIDA – 201301 (U.P.)**

Phone No.: 0120-2521704; Fax-0120-2543973



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

Issued to :

M/s

.....

.....

.....

Sub: Operation and comprehensive maintenance of 125 KVA and 160 KVA Diesel Generator set installed at IWAI Office cum R&D Complex at A-13, Sector-1, Noida.

Sir,

Inland Waterway Authority of India, Noida invites sealed tender from reputed Contractor for the above mentioned work to be received in the office of the Inland Waterways Authority of India A-13, Sector 1, NOIDA 201301 (U.P.) not later than 15.00 hrs on The bid shall be opened on at 15.30 hrs, in the same office.

Dy. Director & Resident Engineer



NOTICE INVITING TENDER

**INLAND WATERWAYS AUTHORITY OF INDIA
A-13, SECTOR-1
NOIDA – 201301 (U.P.)**

Tender No: IWAI/PR/Bldg/23/99 (Vol-II)

Sealed Tenders are invited for Operation and comprehensive maintenance of Kirloskar make 125 KVA Diesel Generator set with AMF panel and 160 KVA Diesel Generator set with panel and change over switches installed at IWAI Office cum R&D Complex at A-13, Sector-1, Noida.

Estimated cost	EMD	Last date of sale of Tender	Last date of receipt of tender
Rs.5,50,287/-	Rs. 13,750/-	10.08.2009	11.08.2009

The firm shall be working in the field for past seven years consistently. Firm shall have completed atleast three similar works of operation & maintenance of DG Sets costing not less than 40% of estimated cost or two similar works costing not less than 50% of estimated cost or one similar work costing not less than 80% of the estimated cost during last seven years (year ending March, 2009). The tenderer shall have a Permanent Account Number (PAN) issued by Income Tax Department.

Parties/firm fulfilling the eligibility criteria may obtain tender documents alongwith terms and conditions of work on written request from the office of the Deputy Director, IWAI on submission of non refundable of Demand Draft of Rs. 500/- (Rupees Five Hundred only) drawn in favour of "IWAI Fund" payable at Noida/New Delhi on any Nationalized/Scheduled Bank on all working days. Tender shall be received upto 1500 hrs and shall be opened at 15.30 hrs on above mentioned dates. IWAI reserves the right to reject any or all the tenders without assigning any reason thereof.

Tender documents can also be downloaded from the IWAI's website www.iwai.nic.in. Bidders submitting the downloaded version of tender documents are required to submit Rs. 500/- (Rupees five hundred only) on amount equal to the cost of tender.

(Dy. Director & Resident Engineer)

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FORM OF TENDER

To,

THE DY. DIRECTOR & RESIDENT ENGINEER
INLAND WATERWAYS AUTHORITY OF INDIA
A-13, SECTOR-1
NOIDA-201301 (U.P.)

Name of Work: Operation and comprehensive maintenance of 125 KVA and 160 KVA Diesel Generator set installed at IWAI Office cum R&D Complex at A-13, Sector-1, Noida.

1. Having visited the site, inspected the Diesel Generator and examined the terms & conditions of tender document, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document.
2. 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 bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
3. A sum or Rs.(Rupees.....)
is hereby forwarded in the form of Demand Draft no..... datedissued by(name & branch of bank) payable atas Earnest Money. I/We agree, if I/We fail to keep the validity of the tender opens as aforesaid or I/We make any modifications in the terms and conditions of my/our tender, if I/We fail to execute agreement for 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 him towards 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.
4. 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.

5. I/We state that if my/our Tender is accepted, I/We and/are to be jointly and severely responsible for the due performance of the Contract.
6. 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.
7. I/We certify that the tender submitted by me/us is strictly in accordance with the terms, conditions, etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid document.

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.

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

Instruction for submission of Bid

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

The bid should be submitted in two parts viz, Part-I and Part-II separate sealed envelops duly super scribing clearly the name of the work “Tender for Operation and comprehensive maintenance of 125 KVA and 160 KVA Diesel Generator sets installed at IWAI Office cum R&D Complex at A-13, Sector-1, Noida. and the rate “Quotation to be opened by the addressee only” written prominently. The full name, postal address and telex/telegraphic address of the Bidder shall be written on the bottom left hand corner of the sealed envelope.

- 2.0 The bid shall be submitted alongwith the following documents:

Part - I

- a) Bid document marked original duly completed and signed.
- b) Earnest Money Deposit (Demand Draft) of RS. 13,750/-.
- c) Description of the bidders work experience of similar nature during last seven years alongwith documentary proof in given performa at Annexure-I
- d) Letter of Authority of signing and negotiation of tender.
- e) Document in the respect of PAN number.
- f) Any additional information to be furnished by the bidder.

Part – II

- a) Schedule of prices duly filled in.
- 3.0 Bidders are advised to submit quotations strictly based on the terms and conditions contained in the documents and not to stipulate any deviation.
- 4.0 IWAI reserves the right to reject any or all bids without assigning ay reasons.
- 5.0 Bids received after the stipulated last date and time for receipt of bids due to any reason whatsoever will not be considered.
- 6.0 The bid can only be submitted in the name of the bidder in whose name the bid documents are issued by IWAI.

- 7.0 Any annotation or accompanying documentation in the bid shall be in Hindi or English Language only and in metric system. Tender filled in any other language will be summarily rejected.
- 8.0 Bidder shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidders' organization as following:
- a. If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and name of his firm with 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 current business address.
 - c. If the tender is submitted by a partnership firm, 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. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender alongwith the Power of Attorney for signing of 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 i.e. 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 of each firm of the group and state 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. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm shall be furnished alongwith the Tender.
- 9.0 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 inadequate proof of the signatory's authority.
- 10.0 The bid document shall be completed in all respect and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation.

- 11.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
- 12.0 Bidder shall set their quotation in firm figures and without qualification. Each figures stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expression such as “subject to minimum acceptance” or “subject to availability of material/equipment” etc. is liable to be rejected.
- 13.0 IWAI shall have a unqualified option under the said bid bond to forfeit the EMD in the event of Bidder failing to keep the bid valid upto the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the work to the Bidder.
- 14.0 IWAI shall, however, release the EMD in respect of unsuccessful bidders within 30(thirty) days of placement of order to successful bidder. EMD of successful bidder will be converted into refundable security deposit. In case of any breach of contract, EMD will be forfeited.

DEFINITIONS

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the Contractor, together within the documents referred to therein including these conditions, the specifications, and instructions issued from time to time by Secretary IWAI or his authorized representative 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 by 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 contracted to be executed wither 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 firms 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.
- 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) Authorized representative shall mean any officer of the Authority nominated by the Secretary to work on his behalf for supervision, checking, ensuring quality control, inspecting works, issue instructions and other related works.
- vi) IWAI/Authority/Departmental/Owner shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman IWAI.
- vii) Tendered value means the value of the entire work as stipulated in the letter of ward.
- viii) Day means one calendar day on the month.
- ix) Month means one calendar month of the year.
- x) Weekday means Monday to Friday.
- xi) Holiday means Saturday, Sunday and other holidays.

TERMS AND CONDITIONS

A. SCOPE OF WORK

1. Operation and comprehensive maintenance of Kirloskar make 125 KVA Diesel Generator set with AMF panel and 160 KVA Generator set with panel and change over switches installed at IWAI office cum R&D Complex at A-13, Sector-1, Noida. Detail of Generator sets are enclosed at Annexure-II.
2. Supply of fuel, lube oil, battery water, coolant etc as and when required in all week days and holidays.
3. Routine check up of lube oil, fuel (Diesel), coolant/water and battery water etc as and when required on all week days.
4. Routine maintenance of both Diesel Generator sets.
5. Routine maintenance of AMF panel, panel and change over switches.
6. Engagement of at least one qualified electrician for running of Generators during failure of electric supply in week days (9.00 a.m. to 9.00 p.m) and also in holidays as and when required.
7. Repair works of DG sets and panels etc. are to be done only during off hours or holidays. In case of urgent / emergency repairs can be carried out immediately with minimum disturbance to normal functioning of equipment.

B. GENERAL CONDITIONS

- 1) The price is inclusive of all taxes, excise, levies, cess, octroi, sales tax, trade tax, work contract tax or any other tax which is payable to the Central/State Govt. directly or indirectly during the execution of the work. This order is being issued as a work contract and hence no tax is payable separately by IWAI on this account.
- 2) This contract shall not be sublet without the written permission of the Engineer-in-charge. In the event of the contract or subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and his security deposit shall forfeit and he shall have no claim for any compensation for any loss.
 - a) The Officer-in-charge shall have power to make any alteration, omissions, additions or substitutions in the original specifications and instruction that may appear to him to be necessary or advisable during the course of execution and the contractor shall be bound to execute the work in accordance with any such

instructions which may be given to him in writing. In the event if any disputes the decision of the Chairman, IWAI shall be final and binding to all.

- 3) The contractor shall pay not less than fair wage to labourers and other persons engaged by him on the work.

Explanation: "Fair Wages" means whether for time or place work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Government for the district in which the work is done.

- (b) The Contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour engaged by his subcontractors in connections with the said work as if the labourers had been immediately employed by him.
 - (c) Under the provision of the minimum Wages Act, 1948 and the minimum wages (Central) Rules 1950 the contractor is bound to allow of cause to be allowed to the labourers directly or indirectly employment in the works one day's rest for six days continuous work and pay wages at the same rate as for duty in the event of default the Officer-in-charge concerned shall have the right to deduct the sum of sums not paid on account of wages for weekly holiday to any labours and pay the same to the persons entitled thereto from money due to the contractor.
 - (d) Vis-à-vis the Central Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnify from his sub contractor.
 - (e) The regulations aforesaid shall be deemed to be part of contract and any breach thereof shall be deemed to be breach of this contract.
- 4) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with the cause to be complied with all rules framed by Government from time to time for protection of health and sanitary arrangements for workers employed by the CPWD and its contractors.
- 5) (a) In every case in which by virtue of the provision of 12 Sub Section (1) of the workman's compensations Act, 1923, Govt. is obliged to pay compensations to a worker employed by the contractor, in execution of the works Government will recover from the Contractor the amount of the compensation so paid and with prejudice to he rights of Govt. under Section 12, SubSection (2) of the said Act

Government shall be liberty to recover such amount of any part thereof by deducting if from the security deposit or from any sum due by IWAI / Govt. to the contractor whether under this contractor otherwise.

(b) IWAI / Govt. shall not be bound to contract any claim made against it under Section 12, Sub Sec (1) of the said Act, except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.

- 6) Provisions of the Arbitration Act, 1940 or any statutory modification or re-effacement thereof and the rules made there under and for time being in force shall apply to the arbitrations proceedings under this clause.
- 7) It is a term of the contract that the party invoking arbitration shall specify the disputes or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of such dispute.
 - (a) The arbitrator/s shall make such inquiries and shall call upon such evidence as he may deem fit.
 - (b) The arbitrator/s may call upon the parties for their personal appearance before him on the date fixed by him at the specified time and place.
 - (c) That in case of non-appearance of either of the parties the arbitrator/s shall proceed ex-part.
 - (d) The decision of the arbitrator/s shall be binding on the parties their legal representatives, successors and heirs.
 - (e) The cost of the reference shall be on the sole discretion of the arbitrator/s.
- 8) In case of breach of contract by the contractor, IWAI may withhold the payment of contractor and take suitable action to terminate the contract.
- 9) Without prejudice to any of the right or remedies under this contract, if the contractor dies, the Office-in-Charge on behalf of the Chairman. IWAI shall have the option of terminating the contract without compensation of the contractor.
- 10) On the breach of any terms of conditions of this contract by the contractor, the IWAI shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to release and retain the same as damages and compensation for the said breach but without prejudice to right of the said owner/IWAI to recover any further sums as damages from any sums due or

which may become due to the contractor by Government or otherwise howsoever.

- 11) (i) Whenever any claim against the contractor for the payment of a sum of money arise out or the under this contract, IWAI shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any of his equipment etc. at site. In event of the security being insufficient or if no security has been taken from the contract then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time thereafter may become due from the contractor under this or any other contract with the Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to IWAI / Government on demand the balance remaining due.
- (ii) IWAI / Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers abstract etc. to be made after payment of final bill and if as a result of such any work done by the contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed the contract shall be lawful for Government to recover the same from him in the manner described in sub clause (1) or in any other manner legally permissible and if as a result of audit and technical examination, it is found that contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment.
- (iii) PROVIDED that IWAI/ Government shall not be entitled to recover any sum overpaid, not the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Competent Authority.

C. Special Condition

1. At least one experienced and qualified electrician (Minimum qualification certificate from ITI in electrical stream/electrician and five years experience in same field) shall be deployed for proper maintenance and running of Generator Sets, AMF panel, panel and change over switches etc.
2. Service and repair of D.G. Set should be done only through authorized Service Dealer of Kirlosker.
3. Only Kirlosker make/supply genuine parts/components are to be used for maintenance of Generator.

4. Only good and genuine parts /components as per manufacturers specification are to be used for maintenance of AMF panel, Panels and change over switches.
5. The running and comprehensive maintenance cost shall include cost of fuel, lube oil, coolant, battery water, spare parts, labour costs, supervision etc and contractor shall supply required quality and quantity of all consumable and spares etc to keep the generator in good running condition at all times.
6. The firm shall follow the instructions as given by the officer-in-charge, IWAI which will be final and binding on firm.
7. All labours, materials, tool plants, machinery, equipments and other things required for execution for work shall be arranged by the contractor at his own cost.
8. No forms regarding sales tax, trade tax, VAT, entry permit in state or any other exemption etc. will be supplied by IWAI.
9. All arrangements for establishment, permits, license, appropriate vehicles for transportation etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.
10. The cost associated with preparation and submission of bid shall be borne by the bidder. The cost of stamp duties etc.required in connection with contract agreement shall be borne by the bidder.
11. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the contract price. The contract Price covers all the contractor's obligations under the Contract and all things necessary for the proper maintenance of generators and accessories.
12. The maintenance period shall be generally for one year or as indicated in work order.
13. Contract can be terminated on fifteen days notice by IWAI if work is found unsatisfactory and thereupon the payment shall cease.

D. Payment Terms

Payment shall be made on monthly basis on submission of bill duly deducting statutory taxes, TDS etc for following:

- (a) For operation of DG Sets - Based on the units consumed at the rates mentioned against item in work order

- (b) For comprehensive maintenance - On prorata basis for every month based on the yearly rates mentioned against item in work order

E. Force Majure

1. At any time during the continuance of this contract, it becomes impossible by reason of war, warlike operation, strikes, riots, civil commotion, epidemical sickness, earthquake, fire, storm or floods, contractor shall during the continuance of such calamities be not bound to execute the contract provided always that the work shall be resumed immediately on the cessation or otherwise termination of the calamity and your obligations under carious clauses of this contract shall continue to be in force and time necessary for the fulfillment of your obligation shall be extended correspondingly to the period for which the calamity lasted.
2. Non availability of power due to any reason shall not constitute force majeure.
3. Contractor shall inform the Officer-in-Charge in writing, followed by confirmation by registered post, with appropriate documentation in support of the beginning and end of the force majeure conditions as per clause stated above.

F. Security Deposit

Security deposit @10% of the value of the contract shall be deposited by the contractor in form of demand draft in favour of "IWAI Fund" payable at Delhi/Noida or submit a BG of nationalized/scheduled bank in the approved format. EMD submitted by the bidder shall be adjusted with security deposit. On successful completion of the contract security deposit shall be released. No interest shall be payable on security deposit or earnest money deposit.

SCHEDULE OF QUANTITIES

Sl. No	Description of item	Qty.	Unit	Rate	Amount
1	Operation of Diesel Generator Set including cost of lube oil, fuel (Diesel), coolant, Battery water and routine check up of lube oil, fuel, coolant/water etc as and when required.				
	(a) 125 KVA Generator Set	12000	Units		
	(b) 160 KVA Generator Set	9000	Units		
2	Comprehensive maintenance of 125 KVA with Diesel Generator set with AMF panel and 160 KVA Diesel Generator set with panel and change over switch, including cost of spare parts, consumables and labour etc. complete in all respect.	01	Year		
	Total				

ANNEXURE-I

PROFORMA FOR EXPERIENCE

DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

**SEPARATE SHEETS MAY BE ATTACHED
(COPY OF CREDENTIALS TO BE SUBMITTED WITH TENDER)**

NAME OF ORGANISATION	NAME OF THE WORK	CONTRACT VALUE	SCHEDULE DATE OF COMPLETION (WITH EXTN. OF TIME, IF ANY)	ACTUAL REASON FOR DELAY IN COMPLETION. IF ANY

DETAIL OF DIESEL GENRATOR SET

Sl.No	Make of Generator	Model/Type	Year	Capacity	Attached Electrical Equipment
1	Kirloskar	6SL9088TA 6 Cylinder	2003	160 KVA	Panel and 2 nos of change over switch of 300 AMP and IPL make.
2.	Kirloskar	6SL9088T 6 Cylinder	1998	125 KVA	With AMF panel.

AGREEMENT FORMAT

This agreement made on _____ day _____ year _____ between the Inland Waterways Authority of India (hereinafter called the 'IWAI' which expression shall unless 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

- 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 an on behalf of
Contractor

Signature_____

Signature_____

Name & Designation_____

Name & Designation_____

Stamp

Stamp

Witness:

Witness:

1) Signature_____

1) Signature_____

2) Name & Designation_____

2) Name & Designation_____