

GOVERNMENT OF ASSAM
ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY(AIWTDS)
ASSAM INLAND WATER TRANSPORT PROJECT
INVITATIONS FOR BIDS (IFB)

E-Procurement Notice

NATIONAL COMPETITIVE BIDDING
FOR SMALL WORKS

Bid No-AIWTDS/33/2017/427

Dated, Guwahati, 28th July,2018

1. The Government of Assam, through the Government of India (GoI) has applied for a loan from the International Bank for Reconstruction & Development towards the cost of Assam Inland Water Transport Project (AIWT Project) and intends to apply a part of the funds to cover eligible payments under the contracts for **Renovation & refurbishment works for PMU office of AIWTDS at 3rd floor of DIWT** as detailed in Table below. Bidding is open to all bidders registered as Class-I contractor with the Assam Public Works Department (APWD)-Building or registered in appropriate class with other State Governments/Government of India, or State/Central Government Undertakings and also having experience in electrical works and other allied works. Bidders are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Bidders to qualify for the award of the contract. In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.
2. The Assam Inland Water Transport Development Society (AIWTDS) (referred to as "Employer" hereinafter) invites item rates bids in electronic tendering system from reputed and experienced contractor for works as detailed in Table below.
3. This e-Procurement notice includes the terms and conditions applicable to submission of bids; criteria for qualification, evaluation, and for award of work order(s); and relevant forms to be filled by the bidders and can be downloaded free of cost by logging on to the website <http://iwtdirectorate.assam.gov.in>. & www.assamtenders.gov.in. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
4. Intending bidders are required to register at portal of e-tender of the Assam Govt. www.assamtenders.gov.in and participate through the online tender portal only. For submission of bid, the Bidder is required to have Digital Signature Certificate (DSC) from any one of the authorized Certifying Authority.
5. The last Date and time for receipt of bids through the e-tendering portal www.assamtenders.gov.in is upto August 27 2018, at 1500 hours and will be opened on the same day at 15.30 hours. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. Any bid or modifications to bid received outside e-procurement system will not be considered.

6. Other details can be seen in the document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, The Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website mentioned above, for the latest information related to the bid. A Bidder requiring any clarification of the bidding document may notify the Employer through email or may visit the office of the Employer at the address given below latest by 10 days prior to last date of bid submission.
7. A non-refundable fee towards **Cost of Bid Document** in the form of DD along with **Bid Security** of the amount specified for the work in the table below, drawn in favour of "*Assam Inland Water Transport Development Society*", payable at Guwahati, from any of the Scheduled Commercial Banks in India is required to be submitted along with other documents listed in paragraph 8 below on or before the opening of the bids. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
8. The bidders are required to submit (a) original demand drafts towards the cost of bid document (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with other bid document as per provisions of Clause 3 of ITB along with all other documents as mentioned at Clause 6.5 of the ITB to the office of ***Additional State Project Director, Assam Inland Water Transport Development Society, Directorate Of Inland Water Transport, Ulubari, Guwahati-07*** on or before the date and time of opening of the bids, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive.
- (i) The above documents may be submitted in one envelope. The bidders shall write their names or addresses on this envelope.

9. Critical Date Sheet as under-

Critical dates:

<i>Publishing Date</i>	28.07.2018
<i>Document Download/Sale Start Date</i>	30.07.2018
<i>Document Download/Sale End Date</i>	24.08.2018
<i>Seek Clarification Start Date</i>	30.07.2018
<i>Seek Clarification End Date</i>	16.08.2018
<i>Bid Submission Start Date</i>	16.08.2018
<i>Bid Submission Closing Date</i>	27.08.2018 (3:00 PM)
<i>Bid Opening Date</i>	27.08.2018 (3:30 PM)

TABLE

Name of work	Approximate Value of Works (Rs.)	Bid Security (Rs.)	Cost of Bid document (Rs.)	Period of completion
Renovation & Refurbishment work for Project Management Unit (PMU) Of AIWTD Society at 3rd floor of Directorate of Inland Water Transport Department, Ulubari, Guwahati-781007	100.79 Lakhs	2 lakhs	5,000.00	120 Days



*B.B.Dev Choudhury, ACS
Additional State Project Director
Assam Inland Water Transport Development Society
Email: dir.iwtds-as@gov.in
Tel: +91 361-2526421*

Instructions to Bidders

SECTION - A

1. Scope of Works

The Assam Inland Water Transport Development Society (AIWTDS) (referred to as Employer in these documents) invites e-bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids detailed in the table given in IFB.

- 1.1 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

2. Qualification of the bidder: The bidder shall provide qualification information which shall include:-

- a) total monetary value of construction works performed for each year of the last 5 years;
- b) Report on his financial standing; and
- c) Details of any litigation, current or during the last 5 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case.

3. To qualify for award of the contract, each bidder in its name should have in the last five years i.e. 2013-14, 2014-15, 2015-16, 2016-17, 2017-18:-

- (a) should have satisfactorily completed as a prime contractor (or as subcontractor duly certified by the employer/main contractor) at least one work similar to the building works including water supply ,sanitary and electrical work of value not less than INR 80 Lakhs in the last 5 (Five) years;
- (b) should have achieved, in at least two financial years, a minimum annual financial turnover (in civil engineering construction works of similar nature only) of value not less than INR 200 lakhs in the last 5 (Five)
- (c) should possess valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);
- (d) should not have been debarred (or dealings suspended) on the date of bid opening by the Central/State Governments/undertakings or by the World Bank.
- (e) availability of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than Rs 40 lakhs.

3.1 Eligibility - Conflict of Interest*

Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. receives or has received any direct or indirect subsidy from another Bidder; or
- iii. has the same legal representative as another Bidder; or
- iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- v. any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- vi. has a close business or family relationship with the concerned professional staff of the project implementing agency
- vii. **Joint - Venture** is not permitted and thus, not relevant for this bid.

(* for further details refer to Procurement Guidelines Clauses 1.6 to 1.8)

4. Bid Price

- a) The Bidder shall fill in rates and prices and line item total for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words wherever applicable). Items for which no rate or price is entered by the Bidder shall be deemed covered by the other rates and prices in the Bill of Quantities.
- b) Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.
- c) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. The Prices shall be quoted in Indian Rupees only.

5. Bid Security

- 5.1 The Bidder shall furnish a Bid Security of the amount as shown in column 3 of the table of IFB drawn in favour of the **“Assam Inland Water Transport Department Society”** and may be in one of the following forms:
- a bank guarantee issued by a nationalized / scheduled bank located in India ; or
 - a Term Deposit

5.2 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 9.1 of ITB; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security

6. Submission of Bids

6.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.

6.2 Each bidder shall submit only one bid. Bidders should not contact other competing bidders in matters relating to this bid.

6.3 The set of bidding documents comprise of the following:

- i. Layout Drawings of the works;
- ii. Detailed Bill of Quantities with specifications;
- iii. Instructions to Bidders (in two sections); and
- vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

6.4 The bid submitted by the bidder shall comprise the following:-

- (a) Bid in the format given in Section B.
- (b) Signed Bill of Quantities; and
- (c) Qualification information form given in Section B duly completed.
- (d) Bid Security, in approved form

6.5 The completed bid comprising of documents indicated in clause 5.4, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned below and scanned copy of the Cost of Bid document :

- i) Certificates of Contractor Registration with Government of Assam or other State Governments/ Government of India, or State/ Central Government Undertakings (Clause 1 of IFB)
- ii) Demand Draft towards the Cost of Bid Document (Clause 7 of IFB)

- iii) Bid Security in any of the forms (Clause 5 of ITB).
- iv) Work order/Completion Certificates showing details of similar nature of works undertaken during the last 5 (five) years - (Clause 3(a) of ITB)
- v) Annual Turnover Certificate from Chartered Accountant for last five financial years forms with breakup of civil works and total works each financial years.(Clause 3(b) of ITB)
- vi) Valid electrical license for executing building electrification works(in its name or identified sub-contractor's) (Clause 3(c) of ITB)
- vii) Evidence of access to line of credit (Clause 3(e) of ITB)
- viii) Affidavit regarding correctness of certificates
- ix) Any other documents as specified by the State in the Bid Data Sheet.

6.6 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

6.7. Submission of Original Documents:

The bidders are also required to submit original documents of all scanned documents uploaded in the e-tendering website alongwith related supporting document for physical verification during evaluation to the *Additional State Project Director, Assam Inland Water Transport Development Society, Directorate Of Inland Water Transport, Ulubari, Guwahati-07*, between bid closing time and bid opening time, either by registered post, speed post, courier service or by hand, failing which the bids shall be declared non-responsive. Furthermore, the bidders are also required to submit rest of the documents as included in the ITB.

7. Validity of Bid

Bid shall remain valid for a period not less than 45 days after the deadline date specified for submission. If a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid, the Bid Security may be forfeited.

8. Opening of Bids

The bids will be opened online on the specified date and time. The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Bids that are opened at Bid opening shall be considered further for evaluation.

9. Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

10. Evaluation of Bids

10.1 Correction of Arithmetical Errors

The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction

10.2 The Employer will evaluate and compare the bids determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

10.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 11 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

11. Award of contract

The Employer will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria.

11.1 Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.

11.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the bid validity period.

11.3 The Bid Security of unsuccessful bidders will be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the performance security pursuant to ITB 12.

12. Performance Security

Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of a Bank Guarantee (BG) issued by any nationalized / scheduled bank located in India for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 9.3 of ITB

12.1 Failure of the successful bidder to comply with the requirements of clause 12 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

13. Defects Liability Period (DLP):

The “Defects Liability Period” for the work is six months from the date of taking over possession. During this period, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

14. Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

15. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section C. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

16. Language of Bid

The Bid and all correspondence and documents relating to the Bid shall be in the English language only.

17. Employer’s Right to accept any Bid and to reject any or all Bids.

The Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner’s action.

.....

SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Bid.**
- 3. Format of Letter of Acceptance.**
- 4. Draft Agreement Form**

QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Bid.
[Attach copy]

1.2 Total value of Similar Civil works performed in the last Five years (in Rs. Lakhs)

	2017-18	
	2016-17	
	2015-16	
	2014-15	
	2013-14	

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last Five years, from 2013-14 to 2017-18

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from concerned client.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work

1.5 Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents. [sample format attached].

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT FACILITIES –* CLAUSE 3.[e] OF ITB**

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing. If the contract for the work, namely (Renovation & Refurbishment work for Project Management Unit (PMU) Of AIWTD Society at 3rd floor of Directorate of Inland Water Transport Department, Ulubari, Guwahati-781007) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

___ Sd. ___
Name of Bank ___
Senior Bank Manager
Address of the Bank

BID FORM

Description of the Works: Renovation & Refurbishment work for Project Management Unit (PMU) Of AIWTD Society at 3rd floor of Directorate of Inland Water Transport Department, Ulubari, Guwahati-781007

To: Additional State Project Director, AIWTDS.

Subject : Renovation & Refurbishment work for Project Management Unit (PMU) Of AIWTD Society at 3rd floor of Directorate of Inland Water Transport Department, Ulubari, Guwahati-781007

Reference : Letter No.....dated.....from.....

Sir,

We have no reservations to the Bidding Documents, and offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at a total Fixed Contract Price of -

Rs.** _____ [in figures]

Rs. _____ [in words].

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with competitors.

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."

We hereby confirm that this bid is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3

We have not been debarred/removed from approved list (dealings suspended) by the Central or any State Government or by the World Bank.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE EMPLOYER)

Dated: _____

To : _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the Renovation & Refurbishment work for Project Management Unit (PMU) Of AIWTD Society at 3rd floor of Directorate of Inland Water Transport Department, Ulubari, Guwahati-781007 , for the contract price of Rupees _____ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to 5% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of Assam Inland Water Transport Development Society shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

Draft Agreement form for Construction through Lump Sum Contract

ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20 ___, between the Assam Inland Water Transport Development Society (AIWTDS) or its authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. ____ as reflected in Annexure - 1.

3.1 Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner:-

On signing of agreement :

10% of the contract price as Mobilisation Advance on receipt of unconditional bank guarantee of 110% of the said amount in the format attached

On

The payment will be made to the contractor at the rates specified in the contract – Annexure 1.

3.1.1 The advance shall be repaid with percentage deductions from the interim payments, commencing with the next Interim Payment at the rate of 15 percent of the amounts of all Interim Payment Certificates until the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.

3.2 The Employer shall retain as Retention Money- 5% of the amount from each payment due to the Contractor subject to the maximum of 5% of final contract price. Half of the amount retained shall be repaid upon completion of the works, and other half shall be repaid when the Defects Liability Period has passed and the Engineer –in -charge has certified that all Defects notified to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.

3.3. Payment Certificates :

3.3.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously along with details of

measurement of the quantity of works executed in a tabulated form as approved by the Engineer.

- 3.3.2 The Engineer shall check the details given in the Contractor's monthly statement and within 14 days certify the amounts to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts
- 3.3.3 The value of work executed shall be determined by the Engineer after due check measurement of the quantities claimed as executed by the contractor.
- 3.3.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed..
- 3.3.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 3.3.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

4. Payments :

- 4.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made upto the date when the late payment is made at 8% per annum.
- 4.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 4.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

5. Completion time

The works should be completed in 120 days from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages at rate of 0.05 % of the contract value per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount.

8. Duties and responsibilities of the first party

- 8.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2** The first party shall supply available sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3** Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) correct the notified defects within the length of time specified by the Project Manager;
- i) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party;
- j) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of defect liability period;
- k) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law);
- l) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority;
- m) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the Sate or Central Government, or local authorities;
- n) be responsible for the safety of all activities on the Site.

10. Variations / Extra Items

The works shall be executed by the second party in accordance with the approved drawings and specifications. No variation in cost is acceptable. However, if the

Engineer issues instructions for execution of extra items, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a bid for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the bid, which shall be given within seven days of the request before the extra items are ordered.
- b) If the bid given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

11. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
 - (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (d) the Contractor does not maintain a security which is required;
 - (e) the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and
 - (f) the contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid

- 12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. Payment upon Termination

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

15. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section C. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

BILL OF QUANTITIES

The approximate Bill of Quantities is indicated below to give an idea of the work which should be executed in accordance with the approved drawings and specifications to enable the bidder to furnish the lump sum price. Bidders may, however, note that no variations in the lump sum cost is acceptable (except where extra items are ordered by the Engineer).

** BOQ and drawings to come here*

We agree to execute the works in accordance with the approved drawings and technical specifications at a total fixed contract price of Rs.....(amount in figures)
(Rs..... amount in words).

Signature of Contractor

Note: Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

Format of certificate

Certified that the works upto ----- level in respect of construction of ----- at ----- have been executed in accordance with the approved drawings and technical specifications.

Signature
Name & Designation
(Official address)

Place:
Date:

Office seal

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Invitation for Bids No: *_[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *_[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

BANK GUARANTEE FOR ADVANCE PAYMENT

To: Assam Inland Water Transport Development Society (AIWTDS)
Near Ulubari Flyover, Guwahati-781007
Renovation and Refurbishment of Office Space for AIWTDS

Gentlemen:

In accordance with the provisions of the Conditions of Contract, subclause 3.1 of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with Assam Inland Water Transport Development Society (AIWTDS) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee]¹ _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to Assam Inland Water Transport Development Society (AIWTDS) on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]¹ _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between Assam Inland Water Transport Development Society (AIWTDS) and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until Assam Inland Water Transport Development Society (AIWTDS) receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____
Name of Bank/Financial Institution: _____
Address: _____
Date: _____

¹ An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

PERFORMANCE BANK GUARANTEE

To: Assam Inland Water Transport Development Society (AIWTDS)
Near Ulubari Flyover, Guwahati-781007

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute Renovation and Refurbishment of Office Space for AIWTDS (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] / _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

Section C. World Bank Policy on Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly,

engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

SECTION - D

TENDER DRAWINGS

General Notes

1. All dimensions are in millimetres except where mentioned otherwise.
2. Drawings are not to be scaled, written dimensions are to be followed. All discrepancies to be brought to the notice of the Architect and resolved before commencement of any work.
3. This drawing is to be read in conjunction with details, large scale drawings, structural, plumbing, electrical and other relevant drawings.
4. Detail drawings shall supercede smaller scale drawings and notes.

Special Notes

REV. NO	DESCRIPTION	DATE	BY

Revision Log

STRUCTURAL Consultant

ELECTRICAL Consultant

PLUMBING Consultant

HVAC Consultant

PROJECT Manager

ARCHITECT

727 ARCHITECTS
Guwahati, Dibrugarh, Moran.
+91-78960-21979
aaditya.garodia@gmail.com

CLIENT
ASSAM INLAND WATER TRANSPORT
DEVELOPMENT SOCIETY

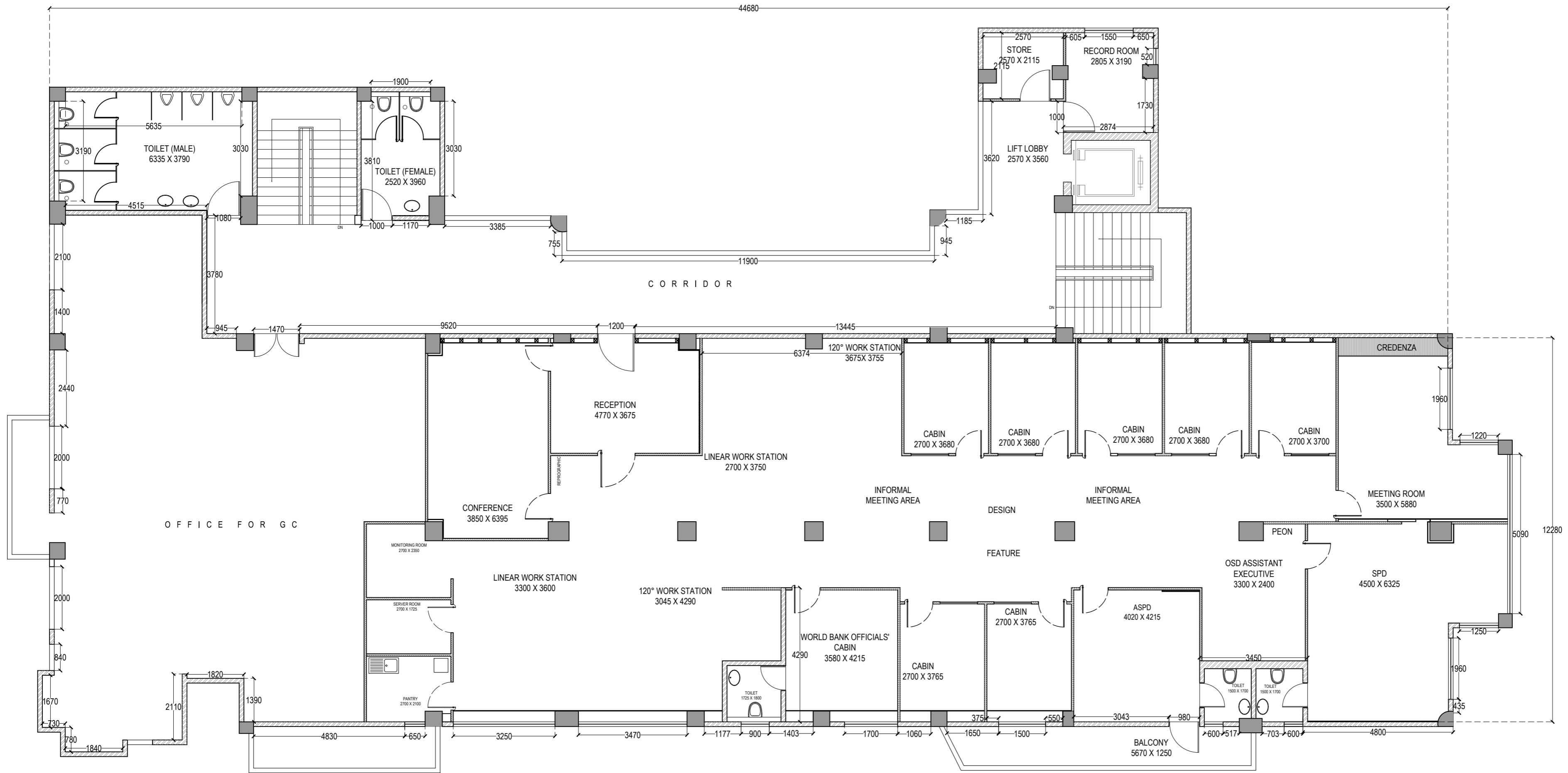
PROJECT
RENOVATION & REFURBISHMENT WORK FOR PROJECT
MANAGEMENT UNIT (PMU) OF AIWTD SOCIETY AT THIRD
FLOOR DIRECTORATE OF INLAND WATER TRANSPORT
DEPARTMENT, ULUBARI, GUWAHATI-7

DRAWING TITLE

INTERIOR LAYOUT PLAN

Drawn SD	Checked MK	Approved AG
Drawing Released For <input type="checkbox"/> PRELIMINARY <input checked="" type="checkbox"/> FOR APPROVAL <input type="checkbox"/> TENDER <input type="checkbox"/> GFC		Date
Job Number	Scale	North

Drawing Number IWT-A1-100	Rev. R0
------------------------------	------------



INTERIOR LAYOUT PLAN

General Notes

1. All dimensions are in millimetres except where mentioned otherwise.
2. Drawings are not to be scaled, written dimensions are to be followed. All discrepancies to be brought to the notice of the Architect and resolved before commencement of any work.
3. This drawing is to be read in conjunction with details, large scale drawings, structural, plumbing, electrical and other relevant drawings.
4. Detail drawings shall supercede smaller scale drawings and notes.

Special Notes

REV. NO	DESCRIPTION	DATE	BY

Revision Log

STRUCTURAL Consultant

ELECTRICAL Consultant

PLUMBING Consultant

HVAC Consultant

PROJECT Manager

ARCHITECT
 727 ARCHITECTS
 Guwahati, Dibrugarh, Moran.
 +91-78960-21979
 aaditya.garodia@gmail.com

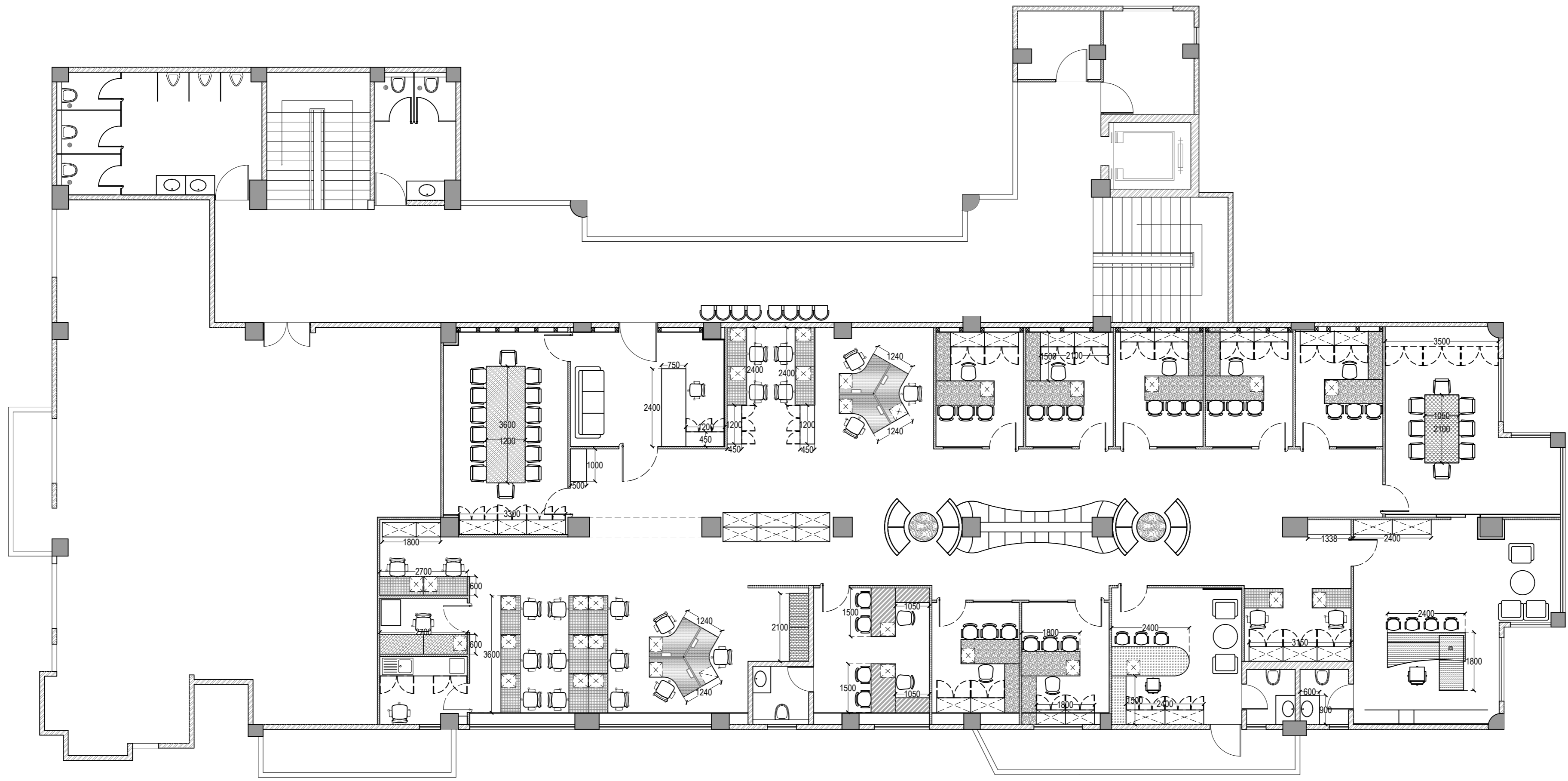
CLIENT
 ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY

PROJECT
 RENOVATION & REFURBISHMENT WORK FOR PROJECT MANAGEMENT UNIT (PMU) OF AIWTD SOCIETY AT THIRD FLOOR DIRECTORATE OF INLAND WATER TRANSPORT DEPARTMENT, ULUBARI, GUWAHATI-7

DRAWING TITLE
 FURNITURE MARKING PLAN

Drawn SD	Checked MK	Approved AG
Drawing Released For <input type="checkbox"/> PRELIMINARY <input type="checkbox"/> FOR APPROVAL <input type="checkbox"/> TENDER <input type="checkbox"/> GFC		Date
Job Number	Scale	North

Drawing Number IWT-A1-200	Rev. R0
-------------------------------------	-------------------



SL.NO	TYPE	HATCH	SIZE	QUANTITY
1.	CONFERENCE TABLE	[Hatch Pattern]	3600 X 1200	1 PC
2.	PRINT STATION	[Hatch Pattern]	1050X 600	2 PCS
3.	LINEAR WORK STATION	[Hatch Pattern]	1200 X 600	15 PCS
4.	LINEAR WORK STATION	[Hatch Pattern]	1350 X 600	4 PCS
5.	120° WORK STATION	[Hatch Pattern]	1050 ARM LENGTH	6 PCS
6.	CABIN TABLE	[Hatch Pattern]	2400 X 900	1 PC
		[Hatch Pattern]	1500 X 450	1 PC
		[Hatch Pattern]	1800 X 750	7 PCS
		[Hatch Pattern]	1500 X 750	2 PCS
7.	MEETING TABLE	[Hatch Pattern]	1050 X 450	2 PCS
		[Hatch Pattern]	2100 X 1050	1 PC
	MEETING TABLE	[Hatch Pattern]	900Ø	2 PC

FURNITURE MARKING PLAN

General Notes

1. All dimensions are in millimetres except where mentioned otherwise.
2. Drawings are not to be scaled, written dimensions are to be followed. All discrepancies to be brought to the notice of the Architect and resolved before commencement of any work.
3. This drawing is to be read in conjunction with details, large scale drawings, structural, plumbing, electrical and other relevant drawings.
4. Detail drawings shall supercede smaller scale drawings and notes.

Special Notes

AC LOCATION ARE TENTATIVE, ACTUAL LOCATION AS / CONSULTANT



SL.NO	HATCH	DESCRIPTION
1.	[Hatch Pattern]	ACRYLIC CEILING
2.	[Hatch Pattern]	TEAK WOOD CEILING (PU FINISH)
3.	[Hatch Pattern]	GRID CEILING
4.	[Hatch Pattern]	GYPSUM BOARD
5.	[Hatch Pattern]	CASSETTE AC

REFLECTED CEILING PLAN

REV. NO	DESCRIPTION	DATE	BY

Revision Log

STRUCTURAL Consultant

ELECTRICAL Consultant

PLUMBING Consultant

HVAC Consultant

PROJECT Manager

ARCHITECT
 727 ARCHITECTS
 Guwahati, Dibrugarh, Moran.
 +91-78960-21979
 aaditya.garodia@gmail.com

CLIENT
 ASSAM INLAND WATER TRANSPORT
 DEVELOPMENT SOCIETY

PROJECT
 RENOVATION & REFURBISHMENT WORK FOR PROJECT
 MANAGEMENT UNIT (PMU) OF AIWTD SOCIETY AT THIRD
 FLOOR DIRECTORATE OF INLAND WATER TRANSPORT
 DEPARTMENT, ULUBARI, GUWAHATI-7

DRAWING TITLE
 RCP

Drawn SD	Checked MK	Approved AG
Drawing Released For <input type="checkbox"/> PRELIMINARY <input type="checkbox"/> FOR APPROVAL <input checked="" type="checkbox"/> TENDER <input type="checkbox"/> GFC		Date
Job Number	Scale	North

Drawing Number IWT-A1-700	Rev. R0
------------------------------	------------

General Notes

1. All dimensions are in metres except where mentioned otherwise.
2. Drawings are not to be scaled, written dimensions are to be followed. All discrepancies to be brought to the notice of the Architect and resolved before commencement of any work.
3. This drawing is to be read in conjunction with details, large scale drawings, structural, plumbing, electrical and other relevant drawings.
4. Detail drawings shall supercede smaller scale drawings and notes.

Special Notes

REV. NO	DESCRIPTION	DATE	BY

Revision Log

STRUCTURAL Consultant

ELECTRICAL Consultant

PLUMBING Consultant

HVAC Consultant

PROJECT Manager

ARCHITECT
 727 ARCHITECTS
 Guwahati, Dibrugarh, Moran.
 +91-78960-21979
 aaditya.garodia@gmail.com

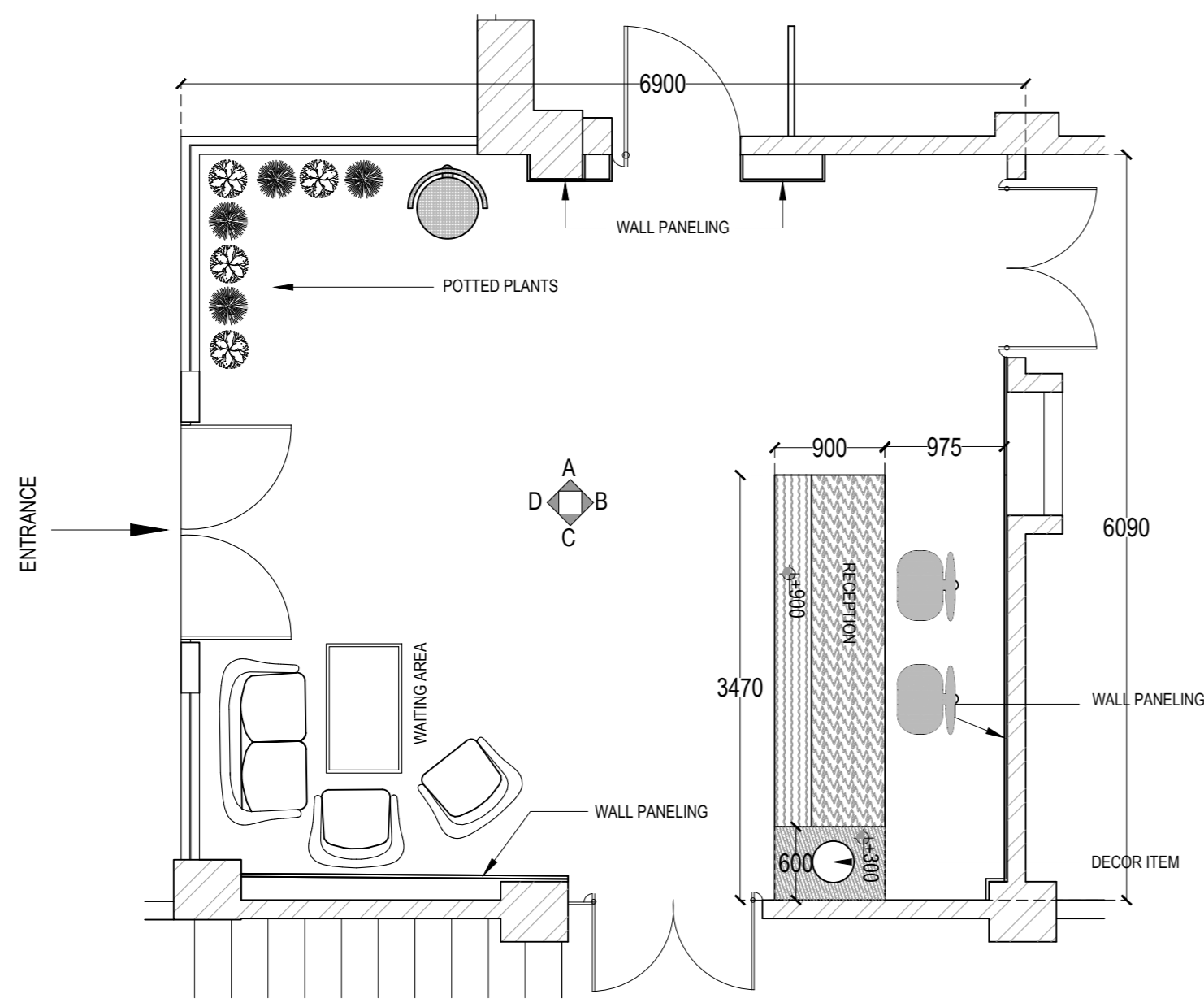
CLIENT
 ASSAM INLAND WATER TRANSPORT
 DEVELOPMENT SOCIETY

PROJECT
 RENOVATION & REFURBISHMENT WORK FOR PROJECT
 MANAGEMENT UNIT (PMU) OF AIWTD SOCIETY AT THIRD
 FLOOR DIRECTORATE OF INLAND WATER TRANSPORT
 DEPARTMENT, ULUBARI, GUWAHATI-7

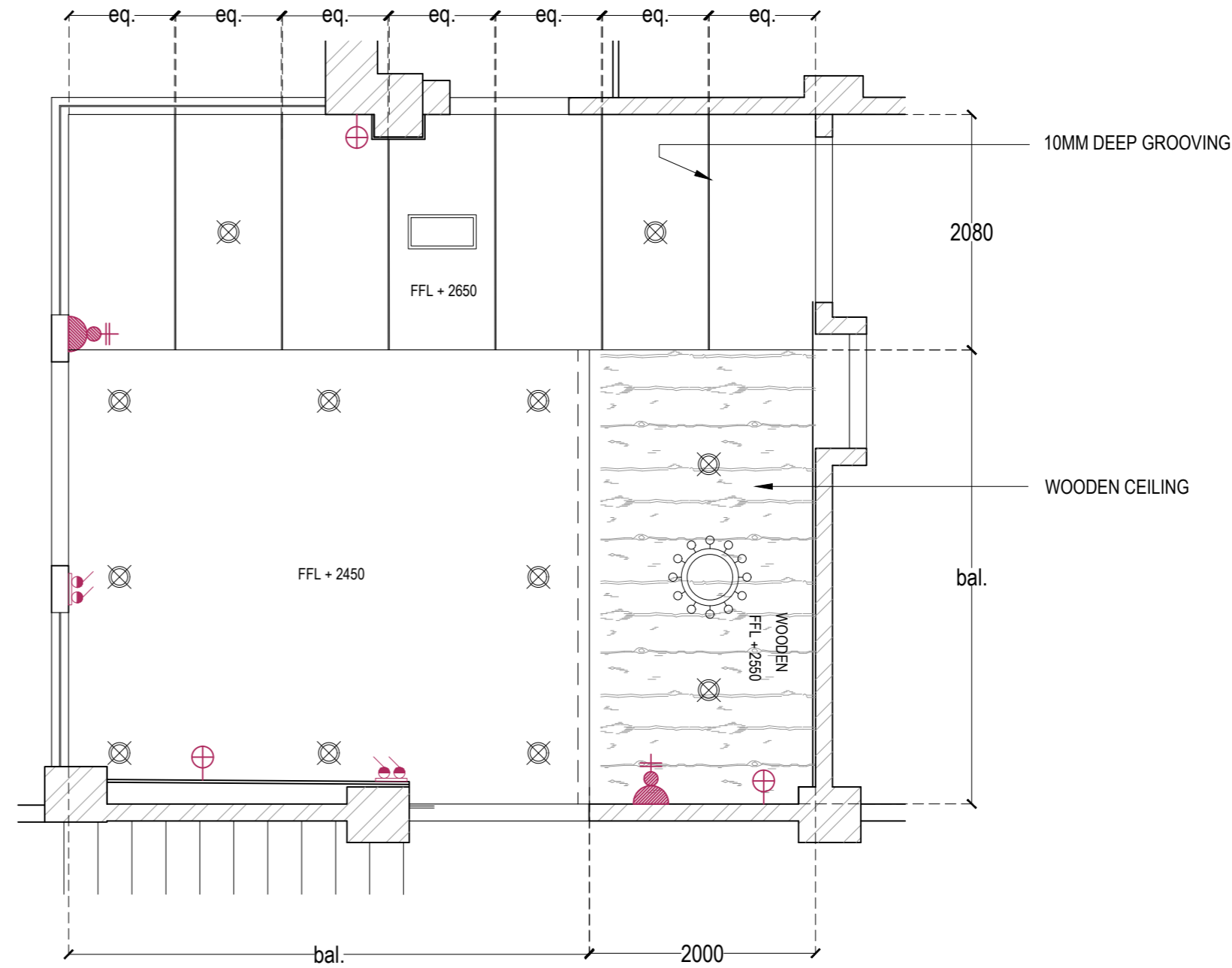
DRAWING TITLE
 RECEPTION - PLAN , R.C.P&
 FLOORING

Drawn SS	Checked AG	Approved AG
Drawing Released For <input type="checkbox"/> PRELIMINARY <input type="checkbox"/> FOR APPROVAL <input type="checkbox"/> TENDER <input type="checkbox"/> GFC		Date 07-09-2017
Job Number	Scale	North

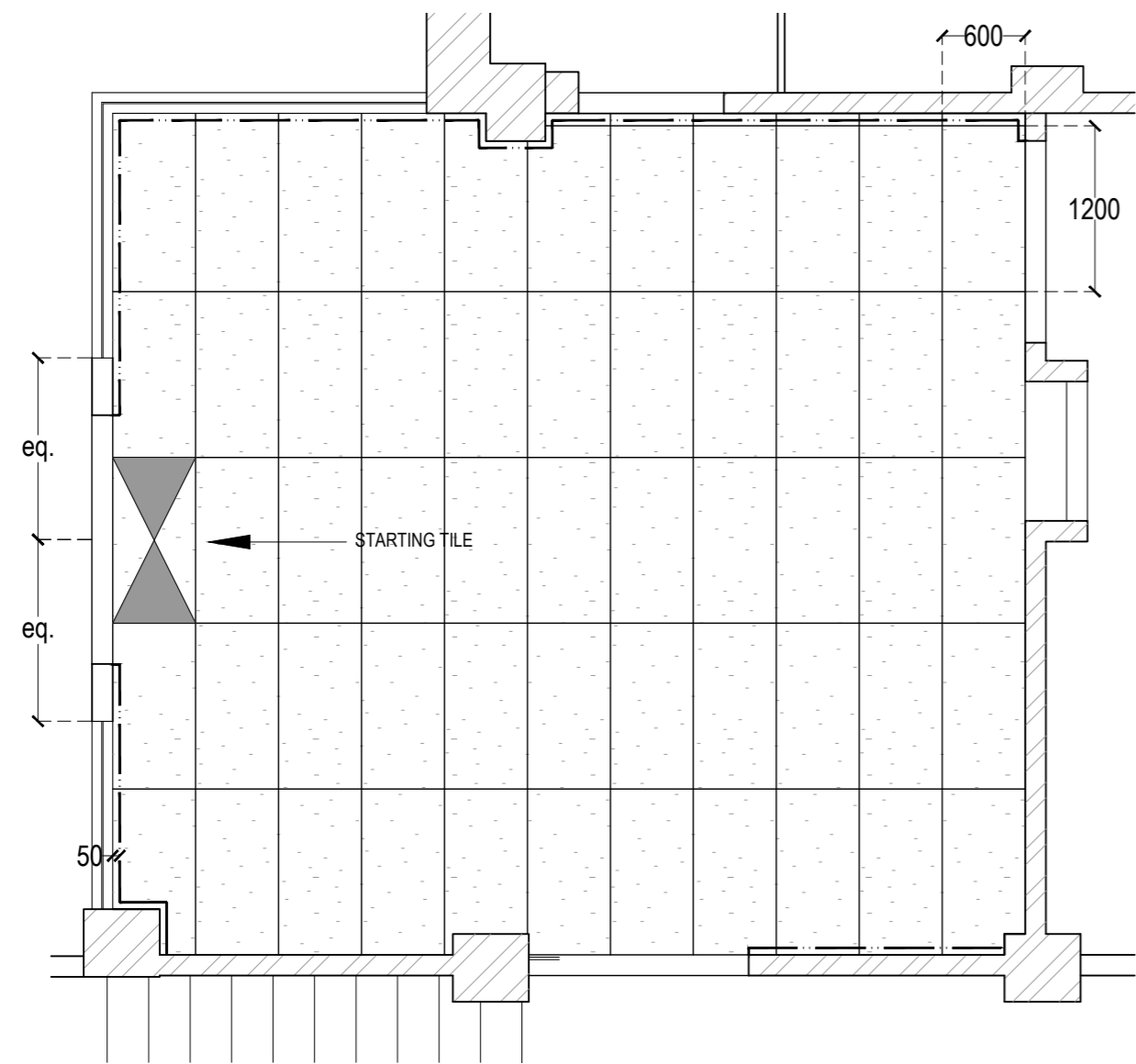
Drawing Number
IWT-A2-100



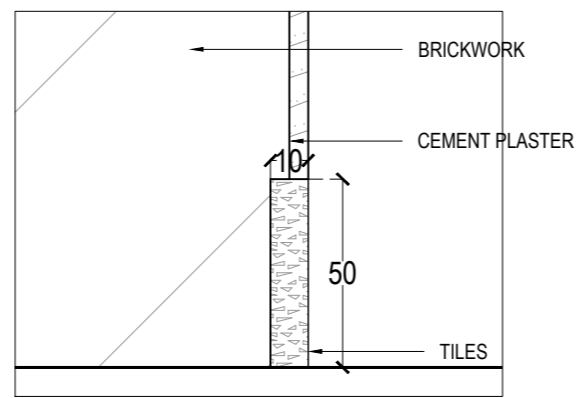
PLAN (1:50)



RCP (1:50)



FLOORING PLAN (1:50)



TYPICAL SKIRTING DETAIL (1:2)

A
B
C
D
E
F
G
H
I
J
K
L

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

