

**TENDER DOCUMENT FOR SUPPLY OF
TECHNICAL MANPOWER FOR
EXECUTION, SUPERVISION,
MONITORING OF DEVELOPMENTAL
ACTIVITIES OF THE WATERWAY &
SECURITY GUARDS FOR WATCH
KEEPING OF IWAI TERMINALS/
OFFICES IN NW-2**



**INLAND WATERWAYS AUTHORITY OF INDIA
5TH FLOOR, PARMESHWARI BUILDING,
CHATRIBARI, A.T. ROAD,
GUWAHATI – 781001**

Phone Number: - 0361-2541081, 2510368, 2605806/7

Year 2010 – 11



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways, Govt. of India)
Head Office : A-13, Sector – 1, Noida - 201 301, Distt.- Gautam Budh Nagar;
(U.P.)

&
INLAND WATERWAYS AUTHORITY OF INDIA
5TH FLOOR, PARMESHWARI BUILDING,
CHATRIBARI, A.T. ROAD,
GUWAHATI - 781001

No:

Date:

To

Sub: Tender document for Supply of Technical Manpower and security personnel for the period from June'2010 to March'2011 from B'Border to Sadiya stretch of National Waterway No. 2 (River Brahmaputra).

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/ office (where manpower is proposed to be deployed) to familiarise and submit your tender as per procedure explained therein.

The last date for receipt of tender is 26.05.2010 up to 3.00 PM at IWAI,

Guwahati.

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

Yours faithfully

Director

C O N T E N T S

NOTICE INVITING TENDER

**TERMS & CONDITION FOR
SUPPLY OF TECHNICAL
MANPOWER**

WARRANTY FORM

DRAFT AGREEMENT

BILL OF QUANTITY



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road Transport and Highways, Govt. of India)

5th floor, Parmeshwari Building,

A.T.Road, Chatribari, Guwahati – 781 001 (ASSAM).

Telephone Nos. 0361-2541081, 2510368, 2605806/7

NOTICE INVITING TENDER No. 02/2010-11

1. Name of Work: – TENDER DOCUMENT FOR SUPPLY OF TECHNICAL MANPOWER FOR EXECUTION, SUPERVISION, MONITORING OF DEVELOPMENTAL ACTIVITIES AND SECURITY PERSONNEL FOR SAFETY OF IWAI TERMINALS PROPERTY IN NATIONAL WATERWAY NO-2

Estimated Cost of the work and other details are as under:

Sl.No	Name of the post	No of post	Estimated Cost in Rs in (Lakhs)	Earnest Money in Rs. (Lakhs)	Latest certificate of Bank Solvency Rs in (Lakhs)
1.	Supervisor	4	5.44	0.30	4.5 Lakhs or above
2.	Security personnel at various terminal in NW-2	20	9.55		

2. **Date of sale of tenders :** From 05-05-2010 to 25-05-2010

4. **Last date of submission of tender:** 26-05-2010 upto 15.00 hours.

5. **Date of opening of technical bid of the tender:** 26-05-2008 at 15.30 hours

6. Tender document can be purchased by paying **Rs. 1,000/- (Rupees one thousand only)** in the form of non refundable demand draft in favour of 'IWAI fund' payable at Guwahati at any nationalized/ schedule bank, on any working day from Monday to Friday/**Saturday** during office hours between 11.00 AM to 5.00 PM. from the office of the

Director,	IWAI, 5th floor, Parmeswari Building, Chatribari, A.T.Road, Guwahati – 781001, Assam
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For further details please contact IWAI office or visit website at 'www.iwai.nic.in'

DIRECTOR

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways,
GOVT. OF INDIA)
5TH FLOOR, PARMESHWARI BUILDING,
CHETRIBARI, A.T. ROAD,
GUWAHATI - 781001
Ph.-(0361)-2541081/2510368

TENDER NO-2/2010-11

**TENDER DOCUMENT FOR SUPPLY OF TECHNICAL MANPOWER FOR
EXECUTION, SUPERVISION, MONITORING OF DEVELOPMENTAL
ACTIVITIES AND SECURITY PERSONNEL FOR SAFETY OF IWAI
TERMINALS PROPERTY IN NATIONAL WATERWAY NO-2**

1. ELIGIBILITY CRITERIA

Sealed Item Rate tenders are invited from the resourceful & experienced Manpower Consultancy Organizations/Manpower Supply firms for supply of Technical manpower/security personnel for execution, supervision and monitoring of various developmental activities such as Dredging works, Civil Engineering, River Conservancy Works, Mechanical/Marine Engg. Works, Cargo Services, and for watch keeping of IWAI property in terminal and other works along National Waterway NO-2, stretching from B'Border to Sadiya **during the period from June'2010 to March'2011.**The eligibility criteria of the tender as follow

- i) The tenderer shall meet the following pre-qualification criteria:
- ii) The tenderer shall have be registered with Central Public Works Department, Railways, MES and State PWD/ Irrigation Department or non-registered contractors having experience of working with IWAI.
- iii) Tenderer shall have Permanent Account Number issued by Income Tax Deptt.
- iv) Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least 30% of the cost. Experience of having successfully completed similar works last 5 years ending last day of month previous to the one in which this tender is invited should be either of following:
 - (a) Three similar works costing not less than 40% of the estimated cost; **or**
 - (b) Two similar works costing not less than 50% of the estimated cost; **or**
 - (c) One similar work completed not less than 80% of the estimated cost.

- d) The tenderer shall agree to the terms & conditions of the tender and return the tender duly signed in each page for agreeing the same.
- e) 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.
- f) Audited balance sheets along with turn over, profit and loss account for the last 3 years i.e. ending March 2007-08, 2008-09, 2009-10.

2. FOR SPECIAL ATTENTION

- A) ALL TENDERERS ARE CAUTIONED THAT TENDERS CONTAINING ANY DEVIATIONS WHATSOEVER FROM THE TERMS AND CONDITIONS, SPECIFICATIONS AS CONTAINED IN THE TENDER DOCUMENTS ARE LIABLE TO BE REJECTED AS NON-RESPONSIVE.
- B) TENDERER SHALL SUBMIT THE FOLLOWING:-
 - a. COPY OF VALID PAN CARD.
 - b. LATEST CERTIFICATE OF SOLVENCY FROM NATIONALISED/ SCHEDULED BANK FOR AN AMOUNT OF **RS. 4.5 LAKHS OR ABOVE.**
 - c. PROOF OF EXPERIENCE AND WORK DONE CERTIFICATE FOR SIMILAR WORKS
 - d. DETAIL OF THE ORGANISATION, ITS AREA OF FUNCTION, FINANCIAL STATUS, AND AVAILABLE MANPOWER ATLEAST THE KEY PERSONNEL ETC.
 - e. REQUIRED EARNEST MONEY AS PRESCRIBED.
- C) TENDER IS TO BE SUBMITTED IN TWO PARTS. FIRST PART i.e. "TECHNICAL BID" WHICH SHOULD CONTAINS DETAILS AS IN (B), EARNEST MONEY DEPOSIT etc. SECOND PART i.e. "FINANCIAL BID" SHALL CONTAIN ONLY THE RATES OF THE ITEM OF WORK AS IN SCHEDULES. THESE TWO BIDS SHALL BE SUBMITTED IN TWO SEPARATE SEALED COVERS SUPERSCRIBING AS "TECHNICAL BID" AND "FINANCIAL BID".

3. SUBMISSION OF TENDERS

(a) Tender paper can be purchased from the office of Director, IWAI, Parameswari Building, Chatri bari, A.T.Road, Guwahati-781001 by paying non refundable Rs.1000/- in the form of DD/Pay order of any Nationalized Bank payable at IWAI fund, Guwahati from **05-05-2010 to 25-05-2010** between 11 AM. to 5 PM on any working days from Monday to Saturday.

(b) Sealed Tenders as described above and as in the tender form and bill of quantity etc. may be submitted to Director, IWAI, Parameswari Building, Chatri bari, A.T.Road, Guwahati-781001 at his office on or before 15 hrs. on 26-05-2010

4. Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.

5. Earnest Money Deposit (EMD) @ 2% of estimated cost must accompany each tender and the tender not accompanied by the earnest money deposit shall be rejected as NON-RESPONSIVE. The EMD for an amount of Rs. 30000/- (Rupees thirty thousands only) as specified in the "INFORMATION & INSTRUCTION FOR TENDERS" shall be submitted in the technical bid.

6. OPENING OF TENDERS & EVALUATION

(i) Tenders will be opened by Director, IWAI, Parameswari Building, Chatri bari, A.T.Road, Guwahati-781001, at 15.30 Hrs. on 26-05-2010 in the presence of representative of the tenderers who choose to remain present.

(ii) After opening of the tenders, the first part i.e. Technical bid will be evaluated by the Tender Evaluation Committee constituted by this Authority. The second part i.e. financial bid will be opened on a suitable date by the same T.E.C. only for those tenderers who become technically qualified after the evaluation of technical bids.

7. TENDER VALIDITY PERIOD

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

8) If the performance of the contractor is found to be satisfactorily, the authority may consider for extension of said job for the period from April 2011 to March, 2012 at the existing rate, terms and conditions of this contract. (2010-11) after getting the willingness from the concerned contractor.

9. The Authority shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other or to give any reason for such decision.

TERMS & CONDITIONS FOR TECHNICAL MANPOWER FOR EXECUTION, SUPERVISION, MONITORING OF DEVELOPMENTAL ACTIVITIES AND SECURITY PERSONNEL FOR SAFETY OF IWAI TERMINALS PROPERTY IN NATIONAL WATERWAY NO-2

1. INTRODUCTION

Inland Waterways Authority of India having office at Guwahati is responsible for planning, execution, development and management of National Waterways-2 for the purpose of Shipping, Navigation and promotion of IWT. National Waterway No. 2 (NW-2) for a length of 891 Km from B.Border to Sadiya stretch of Brahmaputra river has been declared as National Waterway 1988. In order to provide the necessary infrastructure and fairway navigable channel, a number of developmental activities such as dredging, widening, bank protection work, R.C works, construction of terminals, installation of navigational aids, river conservancy works etc. are being executed. The successful implementation of these activities depends on the proper supervision and monitoring of the same through qualified and experienced manpower. Due to the shortage of required technical manpower, Authority intends to engage the same on outsourcing basis from the reputed and resourceful Manpower Consultancy /placement Organizations on contract basis for a period of 10 months initially which is extendable further. Therefore, the scope of the work shall be to supply the qualified & experienced technical personnel as details in clause No. 23.1.

2 INFORMATION AND INSTRUCTIONS FOR TENDERERS

GENERAL

2.1 The Tender shall be submitted in the prescribed form and the same shall be signed in all pages and in all copies properly as laid down hereunder:

(a) If the tender is submitted by an individual or a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

(b) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address (s) or by a partner holding the power of attorney for the firm by signing the tender in which case 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 tenders.

(c) If the tender is submitted by a limited company or 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.

2.2 Earnest money deposit Rs.30000/-(Rupees thirty thousands only). This deposit shall be in favour of Inland Waterways Authority of India, Fund in the form of Demand draft on any Nationalised Bank or Scheduled Bank of India payable at Guwahati

- (a) The Earnest Money Deposit shall be refunded to the unsuccessful tenderer.
- (b) Interest shall not be paid on Earnest Money Deposit.
- (c) In the case of successful tenderer, the EMD shall be forfeited on the following grounds:

If the tenderer fails to sign the contract in accordance with Clause 3 of conditions of contract on receipt of award of work.

OR

If the tenderer fails to furnish the security deposit in accordance with conditions of contract.

2.3 The tender shall not be entitled during the period of validity of their offer, without the written consent of the Authority to revoke or withdraw their tender or vary in any respect the tender given or any term thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the tender shall be forfeited.

2.4 The original tender document duly signed in every page by authorized signatory shall be returned with the offer.

3. CONTRACT

The successful party shall be required to execute an agreement with Inland Waterways Authority of India (IWAI), in the format as enclosed after the deposit of the Security Deposit (SD) as in Clause No.8.

4. VALIDITY OF RATE

The interested parties shall quote the rates for various categories of personnel in the prescribed Schedule A. The rates quoted shall be firm and shall be kept valid for consideration for at least 90 days from the date of closing of the offer.

5. DEFINITIONS

In the contract, the following words & expressions shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:

- (a) Contract: means the document forming the rate of acceptance there of and the format agreement executed between the Inland Waterways Authority of India and the firm together-with documents referred to therein.
- (b) Contract sum: means the amount arrived at by multiplying the numbers shown in the schedule of quantities with the respective category rates as allowed.
- (c) Contractor: means the successful party who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-Charge.
- (d) Authority: means the Inland Waterways Authority of India (IWAI) 'having its office' at 5th Floor , Parmeshwari building, Chetribari, A.T Road, Guwahati 781001 and includes therein-legal representatives, successors and assigns.
- (e) Day: means a calendar day beginning and ending at mid-night.
- (f) Chairman: means Chairman of Inland Waterways Authority of India.
- (g) Engineer-In-Charge: means the officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of the and / or the Engineering Officer appointed by the IWAI or its duly authorised representative to direct, supervise and be In-charge of the works for the purpose of this contract.
- (h) Chief Engineer: means the Chief Engineer of the Authority as the case may be.
- (i) Director: means the Director of the Authority, as the case may be.
- (j) Deputy Director: means the Deputy Director of the Authority as the case may be.
- (k) Assistant Director: means the Asst. Director of the Authority as the case may be.
- (l) Work Order: means a letter from the Engineer-in- Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (m) Month: means the one Calendar month.
- (n) Vessel: means the vessel/dredger belonging to the Authority for which operation, maintenance & repair is to be carried out.

- (o) Week: means seven consecutive calendar days.
- (p) Work/works: means work/works to be executed in accordance with the contract.

6. INTERPRETATIONS

- 6.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.
- 6.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

7. BANNED OR DE-LISTED FIRMS:

The firm shall give a declaration that they have not been banned or de-listed by any govt. or quasi Govt. agency or Public Sector Undertaking.

8. SECURITY DEPOSIT FOR PERFORMANCE

- 8.1 The contractor whose tender is accepted has to enter into an agreement with IWAI and will be required to furnish by way of Security Deposit for the due fulfillment of the contract, such sum as will amount to 10% of the contract value. The Security amount will be accepted only in the form of crossed Demand Draft on any Nationalised Bank of India in favor of Inland Waterways Authority of India, Fund payable at Guwahati as stated in the work may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 15 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.
- 8.2 No claim shall be lie against the Authority either in respect of interest or any depreciation in value of any security.
- 8.3 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Director to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Director shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may

have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

- 8.4 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 8.5 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

9. REFUND OF SECURITY DEPOSIT

The security deposit less any amount due shall, on demand, be returned to the contractor or on payment of the amount of the final bill payable in accordance with Clause 22, whichever is later, provided the Engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

10. SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before giving the offer as to the correctness and sufficiency of his offer for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its maintenance during execution of work.

11. CONTRACT DOCUMENTS

- 11.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be constructed and interpreted shall be in English and designated as the 'Ruling Language.'

- 11.2 The Contractor shall be furnished free of charge two certified true copies of the contract documents.
- 11.3 One copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.
- 11.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

12 DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE

- 12.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works performed by various categories of personnel on board the vessels or at the working sites.
- 12.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the Engineer-in-Charge.
- 12.3 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

13. ASSIGNMENT AND SUB-LETTING

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorise the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be subject, to name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorisation by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities

under the contract. The contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor.

14. FACILITIES TO OTHER CONTRACTORS

The contractors shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other agency properly authorised by Authority or statutory body which may be employed at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

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

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

16. TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the

surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

17. CHANGE IN CONSTITUTION

Where the contractor is partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carryout the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 32 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said Clause-16 hereof and the same action will be taken.

18. CONTRACTORS SUPERVISION

18.1 The contractor shall either himself supervise the execution of the works or shall appoint at his own expense, an Engineer as his accredited agent approved by the Engineer-in-Charge, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works.

18.2 If the contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

19. LAWS GOVERNING THE CONTRACT

The Courts at Guwahati only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

20. LIQUIDATED DAMAGE

If the Contractor fails to complete all the items of work(s) within period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of contractor) as may be agreed, he shall without prejudice to any other right or remedy of the authority on account of such default, pay comparison (not by way of penalty) at the rate of ½ % per week on the total value of the order subject to maximum of 10%.

21. **RISK OF LOSS DAMAGE TO THE AUTHORITY PROPERTY.**

1. All the property of Authority whether with or without deposit to the contractor in connection with the contract shall remain the property of the Authority. The contractor shall use such property for the purpose of execution of the contract and for no other purpose what so ever.
2. All such property shall be deemed to be in good condition when received by the contractor unless he shall have within seven days of the receipt of notified the Chairman to the contract. If the contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent days.
3. The contractor shall set up all such property in good condition. The contractor shall be liable for loss or damage to such property in the possession of or under the control of the contractor, his employee or agent and responsible for the full value there of to be assessed by the Chairman on behalf of authority whose decision shall be final and binding the contractor.

22. **Contractor should mobilise the manpower within 15 days from the date of the issue of work order.**

23. **TECHNICAL MANPOWER/SECURITY PERSONNEL.**

23.1 (a) **TECHNICAL MAN POWER**

Scope of Work:-

The contractor shall provide the technical personnel in required numbers for execution, supervision and maintenance of the various developmental schemes in NW-2. The scope of the work shall be as follows:

- Monitor and supervise conservancy works viz. Channel marking, bandaling, dredging, bank protection, river training works, construction of terminals, acquisition of crafts and repair & maintenance of the craft etc.
- Provide and maintain the 24 hours navigational aids.
- Ensure foolproof execution and certification mechanism for all the works.
- Supervision/maintenance of terminals at various identified locations and carry out terminal management works for facilitating loading/unloading of cargo.

- Operate the vessel fleet consisting of dredgers, tugs, survey vessels and Cargo (dumping barges) vessels.
- To co-ordinate with IWT Shippers, IWT operators etc. for cargo movement

(b) **SECURITY PERSONNEL**

Scope of Work:-

The contractor shall provide the security personnel in required numbers at prescribed terminals for safety of IWAI property including floating pontoon, floating crafts, survey vessel etc as per instruction of Engineering-in -charge or his authorized representative. The contractor has to ensure foolproof safety and security for all property of terminal and watch keeping during loading/unloading of cargo etc.

- (c) The minimum qualification, essential/desirable experience and the consolidated monthly remuneration payable to each technical personnel to be engaged on contract basis shall be as follows:

Sl. No	Name & No. of posts	No. of posts	Qualification & Experience	Minimum salary payable to each candidate per month
1.	Supervisor	04 nos	Diploma in Civil/ Mech. Engg. + 2 to 3 years experience in construction. Desirable : Experience shall be in the dredging, river conservancy & Civil construction works. Mechanical Engineer should have experience on the repair & maintenance of IWT vessel/crafts, Cranes & equipments etc	Rs.9518/-

- (d) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

- (e) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- 23.2 The Contractor shall in respect of personnel employed by him either directly or through sub-contractor complies with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.
- 23.3 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority if applicable in relation to the execution of works. Thus the Authority has no liabilities in respect of labour Act/law applicable such as:
- i) Payment of wages Act.1946 (Amended)
 - ii) Minimum wages Act. 1948 (Amended).
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) The Industrial Employment (Standing orders) Act.1946 (Amended).
 - vii) The Industrial Disputes Act. 1947 (Amended)
 - viii) The Personal Injuries (Compensation Insurance) Act.1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- 23.4 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be

adjusted against the actual contribution payable for Employees State Insurance.

- 23.5 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non-observance of the said Act and Rules framed there under with amendments made from time to time.
- 23.6 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-23.5 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 25.5 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 25.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and/or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 23.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 25.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

- 23.8 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 23.9 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 23.10 In the event of any injury, disability or death of any personnel in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.
- 23.11 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.
- 23.12 The Contractor shall obtain License/Registration under the Contract Labour Act 1970 if considered necessary after the issue of work order.

23.13 The contractor also has to enclose returns of EPF & ESI contribution made by him to the statutory authorities to be enclosed with every monthly bill for making him eligible for payment of his monthly bills.

24. PAYMENT ON ACCOUNT

24.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the mandays recorded in the attendance register.

24.2 Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the contract.

24.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 15 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.

24.4 Payments due to the contractor shall be made by crossed cheque by the Engineer-in-Charge or his authorised representative. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the Engineer-in-Charge.

24.5 Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the same.

24.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.

24.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

25. OVER PAYMENTS AND UNDER PAYMENTS

25.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or

from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.

- 25.2 The Authority reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 21 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 25.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 25.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 25.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 21, or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

26 ARBITRATION

- 26.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
 - (ii) Within thirty (30) days of receipt of such notice from either party the Engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen(15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
 - (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 26.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 26.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 26.4 The Arbitrator with the consent of the parties can enlarge the time, from, time to time to make and publish his award.
- 26.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 26.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- & above.

- 26.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 26.8 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this Clause.
- 26.9 The Venue of the arbitration proceeding shall be at Guwahati. It is further to clarify that both parties to this agreement hereby undertake not to have recourse to Civil Court to settle any of their dispute whatsoever, arising out of this agreement except through arbitration.

27. THE DUTIES AND RESPONSIBILITIES

27.1 (a) The duty and responsibilities

The supply of manpower/security personnel shall be initially for a period of 10 months, which may be extended from month to month basis. The personnel engaged would be liable to be posted at the work site between B.Border to Sadiya along NW-2 and any other waterways as per the direction of EIC. They may also be posted at the regional office of IWAI, Guwahati.

- (b) The firm selected for supply of manpower/security personnel shall be responsible for consolidated salary, wages and other statutory dues if any towards the manpower supplied to the Authority and shall quote their rates accordingly. The personnel engaged shall have to make their own arrangement at the work site for the required lodging and boarding facilities and Authority will not be responsible for the same. The Authority has no liabilities in respect of statutory dues, as per labour Act/law applicable.
- (c) IWAI shall pay monthly bills within 15 days presenting the same by the supplier based on deployment/attendance of their manpower during previous month, duly signed by the supervising official of IWAI.
- (d) The rates for each category of personnel quoted shall be the monthly rates. However, for any period of absence from duty, the amount shall be proportionately reduced (based on 30 days a month)
- (e) Normal working hours shall be 8 hrs. per day for 6 days a week as normally followed in Authority. The manpower supplied shall be having same closed holidays (Gazetted) as admissible/applicable to employees of IWAI.

- (f) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
- (g) The technical personnel shall be deployed under the overall control of the concerned Director, IWAI and the personnel shall be required to report for duty at Regional Office of IWAI at Guwahati as the case may be for further deployment.
- (h) The contractor shall remove any person, if the Director finds him unsuitable and replace him with suitable substitute within 10 days of written intimation in that regard by the Director.
- (i) Engagement with IWAI shall not confer any right on any individual for preference in employment in IWAI or for his continuation in subsequent years.
- (j) Only the experienced and qualified personnel after consulting the Director IWAI shall be deployed for all categories of personnel having the valid required certificates issued by the recognized University/Institution and same shall be produced in original at IWAI office for each personnel offered by the Contractor for verification.
- (k) No advance payment shall be admissible. Running A/c shall be payable monthly on submission of the bill by the contractor, duly certified by the Site-in-Charge/Officer-in-Charge.
- (l) IWAI reserve the right to terminate the contract of manpower supply any time before expiry of stipulated period by issue of one month's notice to the Contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give one month notice, failure to do so will result in forfeiture of the deposited security amount.

WARRANTY FORM

M/s..... (hereinafter referred to as the Contractor) having carefully studied all the tender documents pertaining to the Contract for supply of technical manpower for execution, supervision & monitoring of the developmental schemes in NW-2 for the year 2010-11 and the local conditions having undertaken 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 work site & also visited IWAI office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Contractor shall mobilize the necessary qualified & experienced manpower before the date of issue of work order.
4. The Contractor is satisfied that the work may be performed and completed as required in the Contract.
5. The Contractor accepts all risks directly connected with the performance of the Contract.
6. The Contractor has/had/have no collusion with other Contractor, 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.
7. The Contractor has not been influenced by any statement or promise of the Authority or E-I-C but only the Contract Documents.
8. The Contractor is financially solvent.
9. The Contractor is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Contractor is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.
11. I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us and Inland Waterways Authority of India regarding works mentioned in Para-1 without any notice, reason or compensation and non-issue of tender documents in future.

Date

For and on behalf of the Contractor

DRAFT AGREEMENT

This agreement made on _____ day of _____, Two Thousand six between the Inland Waterways Authority of India having it's registered office at A-13 sector-1 , Noida (U.P.), Pin-201301 and regional office of IWAI for NW-2 at 5th Floor , Parmeshwari building, Chetribari, A.T Road, Guwahati 781001 (hereinafter called '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 or repugnant, to the context to be deemed to include heirs, executors, administrators, representative and assign successors in office) on the other part.

WHEREAS, the Authority is desirous of commissioning service of a contractor to supply qualified & experienced manpower for the execution, supervision & monitoring of the various developmental works in NW-2 for a period of 10 months which is extendable further on the same rate, terms and conditions during 2010-2011 and WHEREAS the contractor has agreed to undertake the work. The terms and conditions were finalised between IWAI and _____ and IWAI award the work to _____.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS.

The Contractor hereby covenants with the Authority complete the work in conformity in all respects, with provisions of the agreement.

The Authority hereby covenants to pay the Contractor consideration of such completion of work, the contractor pay the wages to the technical personnel deployed in the manner prescribed by the contract.

In this agreement words and expressions shall have same meanings as that respectively assigned to them in original tender document. The tender document and following documents shall be deemed to from and be read constructed as part of this agreement.

- 1) NIT
- 2) Tender documents.
- 3) Any correspondence letter during the tender.
- 4) Negotiation letter, if required.
- 5) Work order.
- 6)

IN WITNESS WHEREOF, the said IWAI has caused Sh..... Inland Waterways Authority of India hereunto set his hand the said.

Sh..... has caused its seal to be here affixed the day month and year first above written.

Executed by IWAI through Sh..... in the presence of Sh.....

THE SEAL OF THE INLAND WATERWAYS AUTHORITY OF INDIA affixed to this Deed and this Deed was duly executed through Sh.....

THE SEAL OF THE.....

**BILL OF QUANTITY FOR SUPPLY OF MANPOWER/SECURITY
PERSONNEL ON CONTRACT BASIS TO IWAI, GUWAHATI FOR
NW-2.**

SCHEDULE – A

Sl. no.	Name of the post	No. of persons required	Consolidated Salary per month/ Person (in Rs.)	Service charges, taxes etc per month Per person (in Rs)	Total Amount (in Rs.) per month
1.	Supervisor	04.			
2.	Security Personnel	20			

Grand Total (in figure) :

In words (Rupees _____ **)**

Note: Grand total amount shall be compared for arriving at L-1

Signature