



**TENDER
FOR
CARGO PROMOTER
CUM
LOW LEVEL JETTY OPERATOR
AT
PANDU PORT COMPLEX, GUWAHATI**

Tender No. : IWAI/CARGO/161/2008

SEPTEMBER, 2008

INLAND WATERWAYS AUTHORITY OF INDIA

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

A-13, Sector – 1, Noida - 201 301 (U.P.)



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road Transport & Highways, Govt. of India)
A-13, Sector – 1, Noida - 201 301, Distt.- Gautam Budh Nagar; (U.P.)

No :

Date:

To

Sub: Tender for cargo promoter cum low level jetty operator at Pandu Port Complex, Guwahati.

Ref : Your letter no.

dated

Sir,

With reference to your letter cited on the above-mentioned subject, please find enclosed herewith one set of document containing terms and conditions and format of application for the subject work. You are requested to go through the terms and conditions carefully and also visit the website of IWAI i.e “www.iwai.nic.in” to familiarise and submit your tender as per procedure explained therein.

The last date for receipt of tender is 30.09.2008 upto 3.00 PM at IWAI, Noida.

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

Yours faithfully

Dy. Director (Cargo)



INLAND WATERWAYS AUTHORITY OF INDIA

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

A-13, Sector – 1, Noida - 201 301, Distt.- Gautam Budh Nagar; (U.P.)

NOTICE INVITING TENDER FOR CARGO PROMOTER CUM LOW LEVEL JETTY OPERATOR AT PANDU PORT COMPLEX, GUWAHATI

Inland Waterways Authority of India (IWAI) a statutory body under Ministry of Shipping, Road Transport & Highways, Govt. of India is desirous of appointing agency for management of IWT low level jetty at Pandu Port Complex, Guwahati and promotion of inland water transport through National Waterway no.-2 and for arranging cargo for IWAI vessels.

Interested firms which are financially sound may submit their tender in prescribed format only along with the documents required. Following Schedule of dates shall be followed for submission of the application (offer):

1. Date of sale of documents : From 5.09.2008 to 30.09.2008
2. Proposed date for prebid conference : 15.09.2008 at 15.00 hrs.
3. Last date of submission of tender : 30.09.2008 upto 15.00 hours
4. Date of opening of technical bid of the tender : 30.09.2008 at 15.30 hours

Detailed document containing terms and conditions and format of application 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 Noida/ New Delhi at any nationalized/ schedule bank from the office of the Deputy Director (Cargo), IWAI, A-13, Sector-1, Noida (U.P.) PIN-201301 on any working day Monday to Friday during office hours between 09.30 hrs. to 18.00 hrs.

Format and detailed terms and conditions can also be downloaded from the IWAI's website "www.iwai.nic.in". Firms submitting the downloaded version of document are required to submit Rs. 1000/- (Rupees One thousand only) i.e. an amount equal to the cost of document along with the tender in the form of non refundable demand draft made in favour of 'IWAI fund' payable at Noida/ New Delhi at any nationalized/ scheduled bank. A signed declaration stating that no alteration has been made in any form in the downloaded document is to be enclosed with the offer by the applicant for downloaded document.

ELIGIBILITY CRITERIA : The interested firms shall fulfill following prequalification criteria:

- (i) The firm shall have expertise in operation and maintenance of any cargo or passenger related infrastructure, operation of terminal for cargo, ferry operation, cargo agents, cargo handling agents. Preference will be given to firms having similar experience with Railways, CONCOR/ Ports, Road Transport Co. etc.
- (ii) Firm shall be registered for carrying out such business with respective statutory authorities i.e. sales tax, income tax, registrar of companies, etc. and shall have valid PAN number issued by Income Tax Department and Service Tax registration number.
- (iii) Firm shall have office and adequate manpower and resources to manage terminal operation and attract / arrange cargo for transportation by IWT mode.
- (iv) The bidder can be a single entity or a consortium of companies. In case of consortium, an MoU among the members clearly indicating the lead member needs to be submitted.

ESTIMATED COST/ fee:

- | | | |
|---|---|---|
| 1. For Terminal management | : | Rs.50.00 Lakhs per annum. |
| 2. For service charges for arranging cargo and its management in National waterways for IWAI cargo vessels. | : | 4.6% of the total freight received for the cargo transported through IWAI vessels |

IWAI reserves the right to accept or reject any or all offers without assigning any reason and no correspondence shall be entertained in this regard. For further details please contact IWAI office or visit website at 'www.iwai.nic.in'

Dy. Director (Cargo)

FORM OF TENDER

To,

THE DEPUTY DIRECTOR (CARGO)
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, SECTOR-1
NOIDA - 201301

Name of Work: Tender for cargo promoter cum low level jetty operator at Pandu Port Complex, Guwahati

Sir,

1. After having visited the web site and examined the information and instructions for submission of the offer, general conditions of contract, etc. for the above named works, I/ We hereby submit our tender for execution of the jobs referred to in the bid documents in conformity with the bid documents.
2. I/ We undertake to complete and deliver the results as per objective of the IWAI in the given document.
3. I/ We agree to abide by this document. I/ We agree to keep the offer open for a period of 120 days for acceptance from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
4. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to an other right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.
5. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
6. If my/ our tender is accepted, I/We am/are to be jointly and severely responsible for the due performance of the contract. I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.
7. I/ We understand that you are not bound to accept the lowest or any offer you may receive and may reject all or any offer(s) without assigning any reason.

8. I/ We certify that the offer submitted by me/ us is strictly in accordance with the terms and conditions, etc. as contained in the tender document.

Date

Signature

Name

Designation

duly authorized to sign & submit tender for and on behalf of

(Name and address of firm)

M/s

.....

.....

Telephone nos.....

FAX No.....

Witness :

Signature.....

Name :

Address



INLAND WATERWAYS AUTHORITY OF INDIA

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

A-13, Sector – 1, Noida - 201 301, Distt.- Gautam Budh Nagar; (U.P.)

1. INTRODUCTION :

- 1.1 Inland Waterways Authority of India (IWAI) a statutory body under Ministry of Shipping, Road Transport & Highways, Govt. of India set up in 1986. The Authority is entrusted with development, maintenance and management of National Waterways for shipping and navigation.

Following have been declared as National Waterways:

- (I) National Waterway No. 1 (NW-1) : NW-1 : The Ganga-Bhagirathi ·Hooghly river system connecting Haldia - Kolkata - Farakka - Bhagalpur - Munger - Patna - Varanasi - Allahabad was declared as National Waterway in the year 1986. There is considerable difference between flood and lean season discharges and water level.
- (II) National Waterway No. 2 (NW-2) : The river Brahmaputra connecting Dhubri - Pandu(Guwahati) - Tezpur - Neamati · Dibrugarh - Sadiya was declared as National Waterway in the year 1988.
- (III) National Waterway No. 3 (NW-3) : The West Coast Canal (WCC) from Kollam To Kottapuram (168 Kms) alongwith Champakkara Canal (14kms.) And Udyogamandal Canal (23 kms) was declared as National Waterway in the year 1993.

- 1.2 IWAI is committed to provide infrastructure in National Waterways. To provide facilities for safe berthing and cargo handling, IWAI has constructed one RCC low-level jetty at Pandu Port Complex, Guwahati and one RCC high-level jetty is under consideration for construction through CPWD. Pandu Port Complex is connected with road and broad gauge siding is under development through North Eastern Railway. One container and two shore cranes are available for cargo handling Hard stand with two transit sheds are available for storage of cargo. Bunkering facilities are under implementation.

One existing unused high level structure supported on pile foundation measuring about 594 sq.m alongwith 3600 sq.m. area in front of existing unused high level structure for installation of dedicated mechanised handling facility and an area of 3500 sq.m. as back up area on other side of the road has been given on lease for handling of dedicated bulk cargo.

A navigable waterway with 2 m depth is also being maintained in Dhubri – Dibrugarh stretch for about 330 days in a year. To demonstrate navigability of waterway and promote inland water transport mode among the public and the IWT users, IWAI has also procured different type of cargo vessels. These cargo vessels are being operated in NW-1 and 2.

ELIGIBILITY CRITERIA: Interested firms shall fulfill following prequalification criteria:

- (i) The firm shall have expertise in operation and maintenance of any cargo or passenger related infrastructure, operation of terminal for cargo, ferry operation, cargo agents, cargo handling agents. Preference will be given to firms having similar experience with Railways, CONCOR/ Ports, road transport co. etc.
- (ii) Firm shall be registered for carrying out such business with respective statutory authorities i.e. sales tax, income tax, registrar of companies, etc. and shall have valid PAN number issued by Income Tax Department and Service Tax registration number.
- (iii) Firm shall have office and adequate manpower and resources to manage terminal operation and attract / arrange cargo for transportation by IWT mode.
- (iv) The bidder can be a single entity or a consortium of companies. In case of consortium, a MoU among the members clearly indicating the lead member needs to be submitted..

IWAI reserves the right to accept or reject any or all offers without assigning any reason and no correspondence shall be entertained in this regard.

ESTIMATED COST/ fee:

- | | | |
|----|--|---|
| 1. | For Terminal management | Rs.50.00 Lakhs per annum. |
| 2. | For service charges for arranging cargo and Its management in National waterways for IWAI cargo vessels. | 5% of the total freight received for the first 300MT cargo transported in single voyage and @ 10% over and above 300 MT on the same voyage. |

PROCEDURE FOR SUBMISSION OF TENDER :

1.0 Tender should be submitted in two covers viz. separate sealed Envelope-1 and Envelope-2 and both of these envelopes should be placed in another envelope duly superscribing clearly the name of the work “**TENDER FOR CARGO PROMOTER CUM LOW LEVEL JETTY OPERATOR AT PANDU PORT COMPLEX, GUWAHATI**”. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes. Further, envelope containing each part shall be superscripted as under :

- | | | |
|-------------|---|----------------------------|
| Envelope -1 | : | Prequalification document. |
| Envelope-2 | : | Price offer. |

Envelope –1 :

The first cover shall be submitted along with the following documents and the cover should be superscribed with “**TENDER FOR CARGO PROMOTER CUM LOW LEVEL JETTY OPERATOR AT PANDU PORT COMPLEX, GUWAHATI - TECHNICAL**”

- a) Tender document completed and signed on every page except price schedule.
- b) Details of manpower, expertise and machinery available.
- c) Earnest Money Deposit (Demand Draft as prescribed)

- d) Registration/ incorporation certificate of the Company duly certified by Chartered Accountant.
- e) In case of new firm, one of the partner of the consortium shall have established business for atleast past three years
- f) Balance sheet and audited accounts for last three years i.e., 2004-05, 2005-06 & 2006-07 to establish financial soundness of the bidder. In case of new firm, balance sheet and audited accounts of partner(s) of the consortium who are having established business shall be submitted.
- g) Experience certificate as support of eligibility criteria.
- h) Letter of Authority for signing and negotiation.
- i) Permanent Account Number (PAN) issued by Income Tax Department.
- j) Service Tax registration number
- k) Demand draft of Rs. 1000/- towards cost of tender document alongwith certificate stating that nothing has been changed in the original document (applicable for downloaded documents only).
- l) Any other condition, information which bidder may like to bring in the notice of IWAI for fulfillment of obligations under contract.

Envelope-2:

The second cover shall be submitted along with the following documents and the cover should be super scribed with “TENDER FOR CARGO PROMOTER CUM LOW LEVEL JETTY OPERATOR AT PANDU PORT COMPLEX, GUWAHATI - FINANCIAL”

- a) Schedule of Price duly filled in the specified form, i.e. “SCHEDULE OF PRICE.
- b) It may be noted that this part shall not contain any terms & conditions. Any condition given in the price offer (envelope-2) will be sufficient cause for rejection of bid.

2.0 All covering letters and information to be included in the offer shall be submitted along with the offer itself and all correspondence shall be addressed to Dy. Director (Cargo), Inland Waterways Authority of India, A-13, Sector-1, Noida – 201301 (U.P.) only. Any change in original document may lead to rejection of bid.

3.0 Earnest Money Deposit of Rs. 10,000/- (Rupees Ten thousand only) should be submitted by Demand Draft drawn in favour of “IWAI-Fund” payable at Noida/ New Delhi on any Nationalized/ Scheduled Bank of India. Bids not accompanied with EMD in form of Demand Draft are liable for rejection.

4.0 Any annotations or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tenders filled in any other language will be summarily rejected.

5.0 Bidders shall sign their proposal with the exact name of the firm to whom the document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidder’s organization as following:

- (a) If the offer is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (b) If the offer is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - (c) If the offer is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the offer in which cases a certified copy of the power of attorney shall accompany the offer. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the offer.
 - (d) If the offer is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
 - (e) If the bid is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document.
- 6.0 The EMD shall be retained with the IWAI until finalization of tenders. EMD shall be kept as security in the event of the Bidder becoming the successful Contractor. IWAI shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IWAI.
- 7.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.
- 8.0 IWAI reserves the right to reject any or all bids without assigning any reasons.

GENERAL CONDITIONS OF CONTRACT

CLAUSE - 1: DEFINITIONS

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Contractor/ Agency/ Promoter/ Operator :** means the successful tenderer/ bidder who is awarded the contract to perform the work covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assigns.
- (iv) **Owner / Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (v) **IWAI/ Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (vi) **Officer-In-Charge (OIC)** means the officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract.
- (vii) **Officer-in-charge representative** shall mean any officer of the Authority nominated by the Officer-in-charge for day to day supervision, checking, checking bills, ensuring control, and other related matters for performance of this contract.
- (viii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- (ix) **Director** means the Director of the Authority posted in its office at Guwahati.
- (xiv) **Work Order** means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xv) **Day :** means a calendar day beginning and ending at mid-night.
- (xvi) **Week :** means seven consecutive calendar days
- (xvii) **Month :** means the one Calendar month.
- (xviii) **Site** means the Inland Water Transport Terminal at Pandu Port Complex, Guwahati, Bihar.

- (xix) **Vessel** : means the vessel/ craft engaged for transportation of cargo by IWT mode.
- (xx) **Urgent Works**: means any urgent nature which in the opinion of the Officer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the property of IWAI, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Officer-in-Charge may deem expedient.
- (xxi) **Work/ works**: means work / works to be executed in accordance with the contract
- (xxii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xxiii) Tendered value means the value of the entire work as stipulated in the letter of award.

CLAUSE – 2 : INTERPRETATIONS

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.

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.

CLAUSE – 3 : SECURITY DEPOSIT

- 3.1 Security deposit of Rs. 18.3 lakhs (Rupees Eighteen lakhs thirty thousand only) shall be submitted in the form of bank draft in favour of 'IWAI-Fund' payable at Noida/ New Delhi at any nationalized/ schedule bank or in the form of an irrevocable bank guarantee from any scheduled bank or State Bank of India in the prescribed format for equivalent amount by the successful bidder within 30 days of issue of work order. Validity of Bank Guarantee shall be two months more than the period of contract.
- 3.2 The Bidder whose tender has been accepted is required to enter into an agreement with the Authority (IWAI). The agreement shall contain such terms and conditions as may be required for the successful execution of the Contract.
- 3.3 The total security deposit shall remain with IWAI till satisfactory completion of the contract. Interest will not be paid on security deposit.
- 3.4 If the contractor having been called upon by the Officer in charge to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Employer:
- i) To recover the amount of balance security deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the Authority, OR

- ii) To cancel the contract or any part thereof and to carry out the work or authorise to carry out the work/ works at the risk and cost of the contractor.
- 3.5 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer 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 IWAI 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.
- 3.6 In case of delay in performance of contract in reasonable time, the Officer-in-Charge shall issue to the contractor a memo in writing pointing out the deficiencies and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Officer-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 or take suitable measures at the risk and cost of the contractor.
- 3.7 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 of notice of demand from the Officer-in-Charge make good the deficit in his security deposit.
- 3.8 Where the Contractor fails to deposit the deficit amount as aforesaid within the reasonable time the Authority may cancel /terminate the contract, after giving an opportunity of hearing for non-deposition of the said security amount.
- 3.9 If the contractor fails to handover the assets of IWAI i.e. structure, facilities created, equipments, machineries, fitting and fixtures in the terminal area in good working condition after completion of the contract period, the expenses incurred on this account by IWAI shall be recovered from the security deposit.
- 3.10 The security deposit less any amount due shall, on demand, be returned to the contractor on the completion of the contract or on payment of the amount of the final bill payable in accordance with the agreement conditions, whichever is later, provided the officer-in-charge is satisfied that there is no demand/ payment/ dues/ amount outstanding against the contractor.

CLAUSE – 4 : SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender 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 operation during execution of work.

CLAUSE – 5 : CONTRACT DOCUMENTS

- 5.1 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 languages, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 5.2 The Contractor shall be furnished free of charge one certified true copy of the contract document.
- 5.3 A 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 Officer-in-Charge, his representatives or by other Inspecting officers of the Authority.
- 5.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

CLAUSE – 6: 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 Officer-in-Charge may at his discretion, approve and authorize 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 crew proposed to sub – let to 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 authorization by the Officer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract.

Clause – 7 : CHANGE IN CONSTITUTION

Where the contractor is a partnership firm, prior approval in writing of the Officer-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 12 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause-13.

CLAUSE - 8 : INSTRUCTION AND NOTICE

- 8.1 Except as otherwise provided in this contract, all notices to be given on behalf of the Authority and all other actions to be taken on its behalf may be given or taken by the Officer-in-Charge or any officer for the time being entrusted with the functions duties and powers of the Officer-in-Charge.
- 8.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.

- 8.3 All instructions, notices and communications shall be deemed to have been duly given or sent to the contractor, if delivered to the contractor, his authorized agent, or left at, or posted to, the address given by the contractor or his authorized agent or to the last known place of abode or business of the contractor or his agent of services by post shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him and in other cases on the day on which the same were so delivered or left.

CLAUSE - 9: 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.

CLAUSE - 10 : LABOUR

- 10.1 Contractor has to abide by all the labour related laws and take necessary measures wherever applicable. The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as :

- i) Payment of wages Act.1936 (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) Maternity Benefit Act. 1961 (Amended)
- vii) The Industrial Employment (Standing orders) Act 1946 (Amended).
- viii) The Industrial Disputes Act. 1947 (Amended)
- ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- x) 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.

- 10.2 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.

10.3. ALCOHOLIC LIQUOR OR DRUGS.

The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.

10.4 ARMS AND AMMUNITION

The contractor shall not give, barter or otherwise dispose off to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.

10.5 REMOVAL OF CONTRACTOR'S MEN

The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Officer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Officer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon for the works without written permission of the Officer-in-Charge.

Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed or any such substituted person from the work, he shall do so, immediately upon receipt of such request and shall bear all costs in connection therewith.

CLAUSE – 11 : 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 for reason whatsoever and hence does not require the whole or any part of the work, the Officer-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 supply of crew in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

CLAUSE – 12 : 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 Officer-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 Officer-in-Charge shall be entitled to terminate the Contract as to its incomplete 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 Officer-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 Officer-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.

CLAUSE- 13 : TERMINATION OF CONTRACT IN FULL OR IN PART

13.1 If the contractor

- i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Officer-in-Charge; or
- ii) assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Officer-in-Charge. The officer-in-Charge shall have powers to terminate the contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Officer-in-Charge shall be conclusive evidence.

CLAUSE – 14 : CORRUPT PRACTICE

The Contractor shall not offer or to give to any person in the employment of the Authority or working under the orders of the Chairman any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal code 1860 or the Prevention of Corruption Act. 1947 or any other Act enacted for the prevention of corruption by Public Servant shall entitle the Chairman to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General condition and Special conditions.

CLAUSE – 15: PAYMENT ON ACCOUNT

- 15.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Officer-in- Charge for the supply of crew during the previous month. The Officer-in-Charge shall then arrange to have the bills.
- 15.2 Payment on account for amount admissible shall be made by the Officer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

- 15.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Officer-in- Charge.
- 15.4 Payments due to the contractor shall be made by crossed cheque by the Officer-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 OIC.
- 15.5 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

CLAUSE – 16 : TAXES, DUTIES AND LEVIES ETC.

The prices shall include all statutory taxes, levies, or any other local or central taxes as applicable/ charged by Center or State Government for the performance of the contract, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. Service tax as applicable shall be payable extra by the Authority.

CLAUSE – 17 : PAYMENT OF FINAL BILL

The final bill shall be submitted by the contractor within one month from the date of completion of the contract. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within three months. If there shall be any dispute about any particular crew supplied then the undisputed claims only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 18 : OVER PAYMENTS AND UNDER PAYMENTS

- 18.1 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.
- 18.2 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 20 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 18.3 If as a result of such audit and technical examination any over payment is discovered in respect of any supply of crew made by contractor or alleged to have

been done by him under contract, it shall be recovered by the Authority from the contractor by any or 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.

- 18.4 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.
- 18.5 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 Officer-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 Officer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Officer-in-Charge or Authority will be kept withheld or retained as such by the Officer-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 32 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.

CLAUSE – 19 : FINALITY CLAUSE

It shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carryout out of the work the decision of the Officer-in-Charge which shall be given in writing shall be final and binding on the contractor.

CLAUSE – 20: ARBITRATION

- 20.1 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 Officer-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 Officer-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 Officer-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.
- 20.2 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.
- 20.3 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.
- 20.4 The Arbitrator with the consent of the parties can enlarge the time, from, time-to-time to make and publish his award.
- 20.5 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.
- 20.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000/- and above.
- 20.7 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.
- 20.8 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.

NOTE: In case of contract with another public Sector Undertaking, following Arbitration Clause shall apply: "Except as otherwise provided, in case of a contract with a public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled in terms of the Ministry of Industry, Department of Public Enterprises O.M. No. 3/5/93-PMA dated 30.06.93 or any modifications/ amendments thereof. "The arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

- 20.9 The parties to the agreement hereby undertake to have recourse only to arbitration proceedings under for Arbitration Act 1996 and the venue of the arbitration proceeding shall be Noida/ New Delhi and the parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

TECHNICAL & SPECIAL CONDITIONS

1. INTRODUCTION :

IWAI is committed to provide infrastructure in National Waterways. To provide facilities for safe berthing and cargo handling, IWAI has constructed one RCC low-level jetty at Pandu Port Complex, Guwahati and one RCC high-level jetty is under consideration for construction through CPWD. Pandu Port Complex is connected with road and broad gauge siding is under development through North Eastern Railway. One container and two shore cranes are available for cargo handling Hard stand with two transit sheds are available for storage of cargo. Bunkering facilities are under implementation.

One existing unused high level structure supported on pile foundation measuring about 594 sq.m alongwith 3600 sq.m. area in front of existing unused high level structure for installation of dedicated mechanised handling facility and an area of 3500 sq.m. as back up area on other side of the road has been given on lease for handling of dedicated bulk cargo.

A navigable waterway with 2 m depth is also being maintained in Dhubri – Dibrugarh stretch for about 330 days in a year. To demonstrate navigability of waterway and promote inland water transport mode among the public and the IWT users, IWAI has also procured different type of cargo vessels. These cargo vessels are being operated in NW-1 and 2.

2. OBJECTIVE :

2.1 IWAI is desirous for appointing agency for management of inland water transport terminal at Pandu Port Complex, Guwahati and promotion of cargo transportation by inland water transport mode in the national waterway no. 1 and for arranging cargo for IWAI vessels.

2.2 The Pandu Port Complex, Guwahati is located at 26°10'14" N latitude & 91°40'44" E longitude on southern bank of river Brahmaputra about 500 meters upstream of Sarai Ghat Bridge. Terminal is well connected by a approach road with A. T. Road and NH-37. A low level RCC jetty has been recently constructed through CPWD at this location. A broad gauge railway siding connecting is under construction through NF Railway. Following facilities are available at Pandu Port Complex, Guwahati terminal which are proposed under scope of this contract :

- (i) Berthing jetty of 50 m x 20 m size at RL (+) 46.0 m connected with high bank at RL (+) 51.0 m with a 100 m long 8.7 m wide sloping approach jetty.
- (ii) Open hard stand of approx. 4500 sq.m.
- (iii) Covered storage area of size 75 m x 20 m (only one transit shed)
- (iv) Underground RCC sump of 1 lakh liter capacity (35,000 - 40,000 liter capacity for drinking water and 60,000 liter capacity for fire fighting purpose and over head tank of 47,800 liter capacity.
- (v) Pumps for firefighting and deep bore well.
- (vi) Two tyre mounted cranes with telescopic boom extending 8.8 m to 21.2 m with maximum capacity of 20 tonnes at 2.5 m radius when blocked on out riggers (model : AP 418 S) with grabs.
- (vii) Office block and toilet.
- (viii) WBM road with lighting, generator, and electric connection.
- (ix) 100 MT capacity weigh bridge.
- (x) Security, safety & maintenance of Pandu Port complex (approx 47,900 sq.m.)
- (xi) Facility for storage of POL for bunkering (being provided shortly by IOCL).

- 2.3 IWAI is also having following cargo vessels for demonstration of cargo movement operation in National Waterways :
- (i) M.V. Homi Bhabha 300 MT self propelled general cargo vessel
 - (ii) M.V. Rabindra Nath Tagore 300 MT self propelled container cargo vessel

Apart from the above vessels, one 600 MT self propelled general cargo vessel 'M.V. Rajagopalachari', one 300 MT self-propelled general cargo vessel 'M.V. Lal Bahadur Shastri' and one 300 MT self-propelled tanker vessel 'M.V. Vishvesveriya' are also available with IWAI which are being operated in NW-1 and 2. Further 2 more 300 MT self propelled general cargo vessels are being procured. It is proposed to enlarge the fleet of vessels by acquiring more vessels on lease basis. One container crane available at Pandu is not proposed for O&M under this contract however, if required for handling cargo, this crane can be utilised on payment and prior approval.

3. SCOPE OF WORK :

- 3.1 **MANAGEMENT OF TERMINAL :** It is envisaged that the agency will provide facilities for round the clock operation for handling of cargo to reduce turn around time of vessels. Jetty shall be kept in operation till water level is at RL (+) 45.5 meter and shall be cleaned immediately after the flood recedes below RL (+) 46.0 meter.

Terminal management will broadly include the following :

- (i) Deployment of suitable experienced personnel to ensure :
 - (a) Overall management of terminal, equipment, safety, warehousing, maintenance of civil, electrical, mechanical facilities, cargo handling operation, interaction with statutory authorities, vessel operators, cargo owners, logistic management, etc.
 - (b) Maintenance and upkeep of terminal structures, roads, water, electric supply, housekeeping, etc. Maintenance and upkeep of low level jetty structure, roads, water, electric supply, housekeeping, etc. Maintenance of civil structure means repair of structures, repair of leakage of structure, pipes, etc. repair of internal road, white washing and painting as required, cleaning of tanks, general housekeeping, repair of any breakage in civil structure, etc. Similarly, maintenance of electrical facilities means their routine checking and repair of faults, changing of luminaries, cables, wires, bulbs, switches, repair of motors, etc and maintenance of mechanical facilities means the upkeep of all mechanical equipments as per manufacturer's recommendation including changing of various oils, checking air pressure, tightening of nut-bolts, minor repair, etc. for proper functioning of equipment as and when required. Annual maintenance contract of equipments, cranes etc. is to be taken by the agency to ensure their proper maintenance.
 - (c) Maintenance of records for cargo movement, handling, storage, transshipment,
 - (d) Regulate storage, bunkering and other logistics etc.
 - (e) Maintenance of account books, receipts and all matters related with accounts and general office works.

- (f) Maintenance and operation of 2 shore cranes.
 - (g) Keeping the terminal area clean at all times. Rubbish shall be disposed off only in the identified disposal grounds of the municipality / other local authorities
 - (h) Maintenance and operation of pumps, electrical equipments, electrical fittings, etc.
 - (i) Safety and security from fire, theft, pilferage, etc of the terminal premises, its inventories, equipments, cargo, man and material within terminal area.
 - (j) Providing cargo handling facilities and its transit storage depending on the type of cargo on actual charge basis.
 - (k) Facilitate berthing of cargo vessels on first come first serve basis.
 - (l) Levy berthing charges, storage charges at predetermined rates of IWAI. Realization of charges from the user and deposit with IWAI.
 - (m) Supply of bunker to interested IWT vessels on actual cost basis.
 - (n) Facilitate parking, loading/ unloading of trucks involved for IWT cargo operations.
 - (o) Clean berthing jetty after floods to make it operational.
- (ii) Insurance of shore cranes and other equipment in the name of IWAI. Insurance will be of comprehensive type including theft, damage, fire, flood, etc. for which actual premium will be paid separately by IWAI to the contractor or directly to the insurance provider company.
 - (iii) Annual maintenance contract with suitable agency for maintenance of expensive equipments.
 - (iv) Ensuring all safety norms, upkeep of equipment as per Factories Act, Labour laws, any other statutory requirement for performance of the contract.
 - (v) Contractor shall provide working summer and winter uniforms, safety accessories like, safety boots, helmets, bedding, etc. to all its employees, personnel deployed under for execution of this contract. IWAI shall not be liable to supply any such items.
 - (vi) Allow inspection of terminal and equipment by various officials inspecting terminal and facilities.
 - (vii) Allow unhindered construction of high level jetty by CPWD and railway siding by NE Railway, tallow passage of man and material of contractors involved for its construction without any charge through the premises.

- (viii) Unused jetty already given on lease to other firm for his dedicated cargo and unhindered passage through the terminal area for their man, material, equipment, trucks, railway rakes, etc. shall be facilitated.
- (ix) Insurance of civil structure is not to be made by the low level jetty operator. Any accidental damage to the jetty by vessel will be handled by IWAI separately. Except normal wear and tear of the structure, all repairs are to be made by the low level jetty operator.
- (x) Necessary furniture, computers for office, etc required for operation of terminal shall be provided by contractor at his cost.

3.2 **CARGO PROMOTION** : Promoter/ Contractor will be responsible to promote inland water transport mode in the sector. A commission at the agreed rate will be payable to contractor on agreed rates.

Cargo promotion will broadly include following :

- (i) Arrangement of cargo for inland vessels of IWAI being utilized for promotion/ demonstration or commercial purpose.
- (ii) Complete all documentation and book cargo for all destinations from any origin including cargo at the vessel and unloading of cargo from the vessel.
- (iii) If the movement of cargo involves multimodal transportation like partly by road or rail in addition to inland water route, the same will be arranged by the contractor.
- (iv) Collection of freight at IWAI approved rate for movement through inland water route and payment to IWAI.
- (v) Promote cargo operation by IWT mode and assist IWAI in achieving targets.
- (vi) If foreign consignment is booked, these cargoes shall have either origin or destination in NW-2 and necessarily involve transportation by IWT.
- (vii) All arrangements regarding transit insurance between origin and destination ports, payment of sales tax, octroi, statutory taxes if any, etc. shall be made by the firm.
- (viii) As per the demand of the customer, contractor may make arrangement for warehousing etc. at required places. Facilities available with IWAI can be utilized by cargo promoter for keeping the cargo for a limited transit period of 3 days.
- (ix) The contractor may undertake total package of transport or offer complete logistics to the cargo owners including multimodal transportation. However, only arrangement of vessels for transportation between origin and destination connected by NWs will be made by IWAI.
- (x) Freight from the consignee/ consigner will be collected by the contractor in the name of "Inland Waterways Authority of India Fund" and will be handed over at

the time of departure of the vessel or latest within 24 hours of completion of loading of vessel or departure of vessel whichever is earlier.

- (xi) Quantity of cargo movement at unused jetty already given on lease to other firm for his dedicated cargo will not be taken in account against service by the cargo promoter.
- (xii) For the above services rendered, IWAI may pay a commission on the basis of the cargo transported by the promoter.

4.0 PERIOD OF CONTRACT :

- a) Initial appointment of the cargo promoter cum low level jetty operator will be for three year which may be extended based on the mutual consent.

5.0 PAYMENT :

- (1) Payment for terminal operation of Pandu Port Complex, Guwahati shall be payable on monthly basis.
- (2) Payment for cargo promotion shall be payable on % (percentage) basis of total freight earned through transportation of cargo by IWT mode which has been arranged by the firm under this contract. Payment will be made on realization of freight.
- (2) Payment of the contractor's bills shall be made by the Authority only in Indian Rupees by crossed cheque within 30 days from the date of submission of the bill subject to the acceptance after completion of each voyage. No interim payment will be considered.
- (3) Service tax as applicable shall be paid extra.
- (4) TDS or any other statutory taxes at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

6.0 ACCEPTANCE OF TENDER

- (a) IWAI reserves the right to split the contract to one or more parties depending on suitability and work requirement.
- (b) The acceptance of tender shall rest with IWAI who does not bind itself to accept the lowest tender and reserves the right to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The number of personnel may be increased/decreased as per the requirement of the Authority.



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road Transport & Highways, Govt. of India)
A-13, Sector – 1, Noida - 201 301, Distt.- Gautam Budh Nagar; (U.P.)

SCHEDULE OF PRICE

Name of Work : Tender for cargo promoter cum low level jetty operator at Pandu Port Complex, Guwahati

S.No.	ITEM	RATE QUOTED
1.	Monthly Charges for and management of low level jetty at Pandu Port Complex, Guwahati	(in figure) (in words)
2.	Service charges for arranging cargo and its management in National Waterways for IWAI cargo vessels	% (in figure) (in words)

Signature

Name

Designation

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

M/s

.....

NOTE : THIS PART DULY FILLED IN SHALL BE KEPT IN ENVELOPE-2 ONLY & NO OTHER DOCUMENTS SHALL BE KEPT ALONGWITH PRICE BID.

AGREEMENT FORMAT

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

WHEREAS THE IWAI desirous of undertaking the works for _____

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

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

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

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

- i) (a) Notice Inviting Tenders
- (b) Tender form
- (c) Warranty
- ii) Information & instruction for Tenders
- iii) (a) Schedule - Bill of Quantity
- (b) Annexure
- iv) General Conditions of Contract
- v) Technical & Special Conditions of Contract

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

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

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

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

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

For and on behalf of
Contractor

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness:

Witness:

1) *Signature* _____

1) *Signature* _____

2) *Name & Designation* _____

2) *Name & Designation* _____

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

To,
The Chairman,
IWAI,
Noida

In consideration of the Authority (Inland Waterways Authority of India) acting through its Chairman having agreed to exempt, _____ hereinafter called “the Contractors” from the demand, under the terms and conditions of an agreement No. _____ dated _____ entered between _____ and _____ for _____ the work _____ hereinafter called the said “Agreement” of Security Deposit for the due fulfillment by the said contractor of the terms and conditions in the said agreement, on production of the Bank Guarantee of Rs. _____ for the due observance and performance of the terms and conditions of the said agreement, we _____ bank, a banking company within the meaning of Banking Regulation Act, 1949 and having its registered office at _____ at the request of the contractor hereby irrevocably and unconditionally guarantee to the Authority to pay an amount of Rs. _____ on demand against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.

1. We the bank do hereby undertake to pay _____ the amounts due and payable under this Guarantee without any protest or demur, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.

2. We, the bank hereby, in pursuance of the terms of the said Agreement absolutely, irrevocably and unconditionally guarantee as primary obliger and not merely as surety the payment of an amount of Rs. _____/- (Rupees _____ only) to the Authority to secure due and faithful performance by the Contractor of all his / their obligations under the said Agreement.

3. We, the Bank undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Contractors in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payments.

4. We, the bank, do hereby agree that the decision of the Authority as to whether the Contractor has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Agreement and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

5. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

a) the Guarantee herein contained shall remain in full force and effect for a period of _____ years _____ months from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharged this Guarantee.

b) The Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance of any obligations by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Contractor or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

c) any claim which we have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

d) this Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Contractor.

e) This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor.

f) We the Bank undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

6. This Guarantee shall be valid up to _____ unless extended on demand by the Authority. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within _____ months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the _____ day of _____ 200