

No. IWAI/COCH/36(13)/10-11



TENDER DOCUMENT

FOR

**DEPLOYMENT OF UNARMED SECURITY GUARDS
AT IWT TERMINALS & OTHER PREMISES OF IWAI
IN
NATIONAL WATERWAY No. 3.**

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
NATIONAL WATERWAY ROAD, N.H.-47 BYPASS, KANNADIKKADU,
MARADU, ERNAKULAM – 682 304.

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
NATIONAL WATERWAY ROAD, N.H.-47 BYPASS,
KANNADIKKADU, MARADU, ERNAKULAM- 682 304.
Ph.-(0484) - 2389445 / 2389804

No. IWAI/COCH/36(13)/10-11

**NOTICE INVITING TENDER FOR DEPLOYMENT OF UNARMED
SECURITY GUARDS FOR IWT TERMINALS & OTHER PREMISES
IN NATIONAL WATERWAY NO.3**

Sealed Item Rate tenders are invited from resourceful & registered security agencies for deployment of unarmed security guards for IWT terminals & other premises of IWAI along National Waterway No.3 stretching from Kottappuram to Kollam.

1. **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:-
- (i) Proof / copy of valid license / registration of the firm to provide the security services.
 - (ii) Proof of currently working with atleast one Govt. / PSU with multipoint guarding and experience certificates during the past three years.
 - (iii) Proof of having satisfactorily attended to security contract of annual value of Rs. 10.00 Lakhs or more during each of past three years.
 - (iv) Copy of PAN Card.
 - (v) Proof of EPF, ESI, Service Tax registration of the firm.

- (vi) EMD of Rs.88,550/- in the form of Demand Draft drawn in favour of “IWAI FUND” on any Nationalized / Scheduled bank payable at Kochi / Ernakulam.
 - (vii) Warranty form duly signed.
 - (vii) Latest solvency certificate from Nationalized / Scheduled bank for an amount not less than Rs10 lakhs.
- C) TENDER IS TO BE SUBMITTED IN TWO PARTS. FIRST PART i.e., “TECHNICAL BID” SHOULD CONTAIN DETAILS AS IN (B) ABOVE, 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 SEPARATELY SEALED DULY MARKED “**Technical Bid / Financial Bid**” SHALL BE SUBMITTED IN A SEALED ENVELOPE SUPERSCRIBING AS “TENDER FOR PROVIDING SECURITY GUARDS”.

2. SUBMISSION OF TENDERS

- (a) Tender paper can be purchased from the office of Director, Inland Waterways Authority of India, National Waterway Road, N.H.-47 Bypass, Kannadikkadu, Maradu P.O., Ernakulam – 682 304 by paying Rs.520/- (including 4% VAT) in the form of DD / Pay Order of any Nationalized / Schedule Bank payable at IWAI fund, Kochi or Cash from 19.07.10 to 09.08.10 between 10 AM to 3 PM.
 - (b) Sealed Tenders as described above and as in the tender form and bill of quantity etc. may be submitted to Director, Inland Waterways Authority of India, National waterway road, N.H.-47 Bypass, Kannadikkadu, Maradu P.O., Ernakulam – 682 304 at his office on or before 1500 hrs. on 10.08.2010.
3. Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.
4. Earnest Money Deposit of Rs. 88,550/- must accompany each tender and the tender not accompanied by the earnest money deposit shall be rejected as NON-RESPONSIVE.

5. OPENING OF TENDERS & EVALUATION

- (i) Tenders will be opened by the Director at his office at Inland Waterways Authority of India, National waterway road, N.H.47 Bypass, Kannadikkadu, Maradu P.O., Ernakulam – 682 304, at 3.30 Hrs. on 10.08.2010 in the presence of representative of the tenderer, 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.

6. TENDER VALIDITY PERIOD

The tender shall be valid for a period of 120 days from the date of opening of tenders.

- 7. 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.

(N Sivaraman)
Director

Issued To,

M/s.....
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**TERMS & CONDITIONS FOR DEPLOYMENT OF
UNARMED SECURITY GUARDS FOR IWT
TERMINALS & OTHER PREMISES OF IWAI
IN NATIONAL WATERWAY-3**

1. INTRODUCTION

Inland Waterways Authority of India having office at Kochi is responsible for planning, execution, development and management of National Waterways-3 for the purpose of Shipping, Navigation and promotion of IWT. National Waterway (NW-3) for a length of 205 KM consisting of West Coast Canal from Kottappuram to Kollam alongwith Champakkara and Udyogmandal Canals has been declared w. e. f. 1st February, 1993. In order to provide round the clock security at IWT terminals & its premises at various locations, it is proposed to take services of resourceful & experienced security agency on contract basis for a period of two years, which may extend further.

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. 88,550/- (Rupees eighty eight thousand five hundred fifty only). This deposit shall be in favour of IWAI Fund in the form of Demand Draft on any Nationalized Bank or Scheduled Bank of India payable at Kochi

- (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 tenderer 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 a period of 120 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 thereof and the 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 assigns.
- (d) Authority: means the Inland Waterways Authority of India (IWAI) `having its office' at National Waterway Road, NH 47 Bypass, Kannadikkadu , Maradu P.O., Ernakulam – 682 304 and includes their legal representatives, successors and assigns.
- (e) Day: means a calendar day beginning and ending at mid-night.

- (f) Chairman / Chair Person: means Chairman / Chair Person 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.
- (i) 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 or service to be provided 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:

Tenderer 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 in the following manner. The contractor is required to deposit an amount equal to 5% of the value of work as performance security in the form of crossed Demand Draft on any Nationalised/Schedule Bank of India in favour of "IWAI Fund" payable at Kochi at the time of agreement OR within the period prescribed for commencement of work as per work order. A sum @ 10% of the gross amount of bills shall be deducted from each running bill of the contractor till the same along with the sum deposited as EMD, will amount to balance S.D of 5% of the value of work. Security Deposit shall not carry any interest.

8.2 No claim shall 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 an 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 services 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 on completion of the contract or on payment of the amount of 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. Compensation for any material damages resulted to IWAI property due to negligence or misuse by the guards may be recovered from the security deposit. The decision of Director, IWAI in this regard after giving the opportunity for the agency to explain the reasons and circumstances in that regard shall be final and binding on the agency. No interest will be payable for the security deposits.

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 English and designated as the 'Ruling Language.'

11.2 The Contractor shall be furnished free of charge one certified true copy of the contract documents.

11.3 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.

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.

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 at the same time 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 or services for reason whatsoever and hence does not require the whole or any part of the works/services 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 foreclosure 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 contract clauses and the same action and consequences shall ensure as provided for in the said Clause16.

18. CONTRACTORS SUPERVISION

- 18.1 The contractor shall himself supervise and cause to supervise the execution of the works / provision of services through duly qualified and experienced personnel only.

19. INSTRUCTIONS AND NOTICE

- 19.1 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 Engineer-in-Charge.

- 19.2 All instructions, notice and communication 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.

- 19.3 All instructions , notices and communication 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. In the case of service by post , the same 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 case on the day on which the same were so delivered or left.

20. LIQUIDATED DAMAGE

If the Contractor fails to commence or 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 reasons beyond control 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%. Decision of Engineer in Charge in this regard will be final and binding on the contractor.

21. RISK OF LOSS DAMAGE TO THE AUTHORITY'S 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 whatsoever.
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 Engineer in Charge 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 Engineer-in-Charge on behalf of authority whose decision shall be final and binding the contractor.

22. COMMENCEMENT OF WORK / SERVICE.

The contractor shall deploy the required number of guards as per specifications and deployment details given by IWAI within 15 days (fifteen days) from the date of issue of work order. Delay in deployment will attract compensation as at clause 20.

23. SECURITY GUARDS

23.1 Scope of Work:-

- (a) The contractor shall deploy the security guards and supervisor in required numbers for round the clock security at IWT terminal & its premises in NW-3.
- (b) The minimum qualification and essential / desirable experience and the estimated consolidated monthly remuneration for each security guard and security supervisor to be deployed shall be as follows:

Sl. No	Name & No. of posts	No. of posts	Experience / Qualification	Estimated consolidated wages including all the statutory dues such as ESI, PF, Insurance per month each	Amount (in Rs.)
(A) For IWT Terminal locations & IWAI Office:					
1.	Security Guards	28 nos.	Must have a minimum experience of two years in security guard in a reputed firm / organization and a literate person up to class eight.	5,482/-	1,53,496/-
2.	Supervisor	1 no.	Must have a minimum experience of five year in supervision of security guards in a reputed firm / organization or retired paramilitary / Army personnel with matriculation.	6,214/-	6,214/-
(B) For Dredgers working on NW.3:					
3.	Security Guards (At 3 nos. dredgers - only nights 12 hours @ 1.50 times)	4.50 nos.	Must have a minimum experience of two years in security guard in a reputed firm / organization and a literate person up to class eight.	5,482/-	24,669/-
Sub Total for one month : Rs.					1,84,379/-
Sub Total for 12 months : Rs.					22,12,548/-
Sub Total for 24 months : Rs.					44,25,096/-

- (c) 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 there for 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.

- (d) 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 Group-A 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 Engineer-in-Charge 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 complies with or cause to be complied with the contract labour (Regulation & Abolition) Act – 1970 and Rules framed thereunder in regard to all matters provided therein.

23.3 The Contractor shall comply with the provision of all Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority if applicable in relation to the execution of works / provision of services. The Authority has no direct liabilities in respect of contractor's compliance with Labour Act / Law applicable 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) The Industrial Employment (Standing orders) Act-1946 (Amended).

- vii) The Industrial Disputes Act - 1947 (Amended)
- viii) Payment of bonus Act- 1965 if applicable and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- ix) 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.
- x) and all other applicable laws of the land.

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 on 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, non-payment 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-23.3 above. In the event of the contractor's failure to comply with the

provisions of all the Act/Laws stipulated in Clause-23.3 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 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 23.3 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 or 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 23.3 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rupees 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, contractor 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.

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 / services completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the man days 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 authorized 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 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 26 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 26, 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 thereafter 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 / Chair Person, 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 Chairman 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 of dispute or difference in connection with the contract unless served by either party within 30 days of the observing of same, 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 Kochi. 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. SCOPE OF SERVICE AND DUTIES & RESPONSIBILITIES

1. Location of Terminals

Kottappuram, Aluva, Maradu, Vaikom, Thanneermukkom, Thrikkunnappuzha, Kayamkulam, CSEZ (Irumbanam) and Kollam. The area of operations may change or additional locations / manpower may be required anywhere along NW-3.

In addition, the security personals are also to be posted at the departmental dredgers (3 nos.) mobilized for dredging work anywhere within NW.3, for watch & ward duty during the night hours (12 hours shift) for which wages/payment shall be considered 1.50 times, as per the rate quoted for 8 hours in the schedule (Annexure A).

2. Period of Service Required

Initially two year.

3. Requirement of Guards

Round the clock security by one guard per shift initially, which may increase in future depending on the operation in terminals. The number of guards in night shift may be made two later on. One Security Supervisor may have to be provided for coordination / supervision of security duties at all terminals. The supervisor will receive payment for only one shift but

organize his duties in such a way to ensure supervision / checking of guards working in all shifts at all the duty points as well as to receive instructions from IWAI and to furnish progress reports to IWAI.

4. Duties and Obligations of Security Agency

- (i) Trained guards, mentally and physically fit and fulfilling specified requirements shall only be deployed. Each guard will be provided with photo identity cards by the agency.
- (ii) The agency will provide uniforms, lathies, whistles, torches, batteries, etc. as required to the guards at no extra cost.
- (iii) The persons deployed shall be employees of the security agency and statutory liabilities in respect of the guards will be born by the agency.
- (iv) IWAI shall be indemnified against any injuries or harm to the security guards during performance of their duty.
- (v) The agency shall ensure adequate supervision for proper performance security duties by the guards complying with instructions, and requirements of IWAI by maintaining constant contact with the office of IWAI.
- (vi) The security agency and its staff shall take proper and reasonable precaution to safeguard properties of IWAI including but not limited to cargo handling equipments, boats /vessels berthed at the terminal etc. against loss, destruction, wastage or misuse and shall not lend to any person or company any of the effects of IWAI under its control.
- (vii) The security services commissioned are exclusively for use of IWAI and the same guards shall not be responsible for any other activity concurrently with guarding IWAI property.
- (viii) Any furniture or other assets of IWAI that may be

entrusted to the agency for due performance of the duties shall be returned to IWAI in proper condition at the end of the contract or as and when demanded so by IWAI without damage other than normal wear and tear.

- (ix) The security staff shall not accept or give any gratuitous payment, gifts or reward in any form in connection with their performance or duty from any person whatsoever.
- (x) Attendance registers and duty registers as well as inspection by supervisors and departmental officers, etc. as is standard practice shall be maintained at each terminal in printed & machine numbered books / format approved by IWAI.
- (xi) The selected agency or any of its employees shall not avail or request for any of the facilities provided to employees of IWAI.
- (xii) Accommodation and transport for the guards to facilitate their due performance of duties shall be the responsibility of security agency. IWAI will provide shelter/guard room and essential amenities like toilet, etc. to the guards on duty.
- (xiii) The guards/supervisors will be required to furnish immediate telephonic information followed by written report regarding any untoward incident or activity that may be detrimental to the interest of IWAI pertaining to the area guarded by them. Any failure to do so shall be reckoned as failure in performance of duty and shall be adequate reason for immediate termination of the security contract.
- (xiv) Take preventive steps and anticrime measures to avoid theft, pilferage or sabotage. To advise IWAI on measures to be taken to improve security of its premises and assets.
- (xv) The Security guards are also required to attend such other works as assigned by the Authority , for example, taking of water level at each terminal point, recording

particulars of trucks/cargo/barges arriving at or departing from the terminal etc as instructed from time to time.

- (xvi) To prevent entry of any and all un-authorized persons to the premises of IWAI.
- (xvii) It shall be compulsory for the agency to carry out periodic rotation of guards in such a way that no guard is given continuous posting at a particular location for a period more than six months. Further, the duty shifts of guards shall also be compulsorily rotated.
- (xviii) The security agency shall be responsible for complying with labour laws or regulation in force and to take and maintain approvals or registrations in this regard.

5. Obligations of IWAI

- (i) To pay for the security services charges as stipulated in the contract within the specified time.
- (ii) To pay separately for any additional services as may be provided to it by the agency on the basis of specific written request.
- (iii) To provide shelter/guard room and basic amenities like toilets etc. for the guard on duty.
- (iv) The IWAI will not make any payments directly to any employee of the agency, but the payments will be claimed and received by the agency only.

6. Financial offer & Payment Terms

- (i) Rates shall be quoted in the given Proforma consolidated per month for normal duty of 8 hrs. Shift for each category (unarmed guard & supervisor) separately. The rate shall be quoted inclusive of provisions required for all outgoes like PF, ESI, Bonus, Gratuity, etc. duly complying with all statutory requirements and minimum wages. Overheads, profits etc and Service tax shall be quoted separately as a percentage of above wages.

- (ii) **IWAI expect the individual monthly wages to be quoted in such a way that it receives round the clock and throughout the month continuous service of guards at required places. The agency shall not quote separate charges for leave substitute, which shall be the responsibility of the agency. Therefore, the responsibility for providing security guards during public holidays and national holidays shall rest with the agency.**
- (iii) Overtime rates per hour may be quoted for consideration in the event of requiring any such service of any guard beyond normal working hours. However, in the normal course, it is not anticipated that overtime services may be required.
- (iv) No additional charges/travel allowance will be admissible for adequate and periodic inspection of duty at all points by the Security Guards/Supervisor.
- (v) No advance payment will be admissible. Income Tax, or any other statutory dues as may be necessary will be deducted from the bills. The agency shall indicate separately the component of service tax in their bills and remit the same directly to the concerned authorities. However, proof of such remittance will require to be produced on demand by IWAI.
- (vi) Monthly bills may be submitted to the Director, IWAI supported by duly certified attendance particulars. Payment of monthly bills shall be made by IWAI within 15 days of receipt of such bills.
- (vii) The rates approved and agreed will remain unchanged throughout the period of contract.
- (viii) Pro-rata reduction of monthly wages will be made in the event of guards not being available during any shift/day at the place of their assigned duties. However, this will not absolve the agency from their responsibility to ensure

provision of security to the premises round the clock throughout the currency of contract.

7. General Terms & Conditions

- (i) The guards are expected to work in shifts 7.00 a.m. to 3.00 p.m., 3.00 p.m. to 11.00 p.m. and 11.00 p.m. to 7.00 a.m. However, the shift changing time can be discussed and agreed between the selected agency and IWAI.
- (ii) No employee of the security agency will have any right for claim of wages or employment from IWAI at any time during the currency of service contract or later on by virtue of their having been working as guards in IWAI premises.
- (iii) In the event of any theft, pilferage or unlawful activity happening in the guarded premises of IWAI, the agency will be a party to and be prime witness in consequential legal proceedings, if any.
- (iv) The selected agency will require to enter into an agreement with IWAI. The above terms and conditions shall form part of the agreement.
- (v) The deployment of security personnel shall be initially for a period of 24 months which may be extended on mutually agreed terms. The personnel engaged would be liable to be posted at the work site between Kottappuram to Kollam along NW-3(W.C.C) as per the direction of E-I-C. They may also be posted at the dredgers of IWAI & Regional Office of IWAI, Kochi.
- (vi) 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 Security supervisor and supervising official of IWAI.
- (vii) 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)

- (viii) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes or incidental to their performance of duty.
- (ix) The security personnel shall be deployed under the overall control of the Engineer in Charge and the personnel shall be required to report & perform their duty as per instructions communicated through the contractor or his authorized supervisor, representative.
- (x) The contractor shall remove any person, if the Engineer in Charge finds him unsuitable and replace him with suitable substitute within 7 days of written intimation in that regard.
- (xi) IWAI reserves the right to terminate the contract of deployment of security 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.

DRAFT AGREEMENT

This agreement made on _____ day of _____, Two Thousand six between the Inland Waterways Authority of India having its registered office at A-13 Sector-1 , Noida (U.P.), Pin-201 301 and regional office of IWAI for NW-3 at IWAI, National waterway Road, Kannadikkadu , NH 47 bye pass, Maradu P.O., Ernakulam – 682 304 (hereinafter called 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include their heirs, 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 , assigns and successors in office) on the other part.

WHEREAS, the Authority is desirous of commissioning service of a contractor to provide Security guards to the cargo terminals, office, floating crafts and any other points along NW-3, and WHEREAS the contractor has agreed to undertake the work / provide the service, the terms and conditions were finalized 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 / provide services in conformity in all respects, with provisions of the agreement.

The Authority hereby covenants to pay the Contractor in consideration of such completion of work / provision of security personnel, the contract amounts 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 form and be read constructed as part of this agreement.

- 1) NIT
- 2) Original 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 here unto 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.....

Name -----

Date:

WARRANTY FORM

M/s.....
(hereinafter referred to as the Contractor) having carefully studied the tender documents pertaining to the Contract for providing security services for IWT terminals and other premises of IWAI in NW-3 and the local conditions having undertaken to execute the said works / services.

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 within 15 days from 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 . In the event of any of the informations, documents furnished by us is proved wrong and willfully provided, I/We am/are agreeable for termination of Contract between me/us an Inland Waterways Authority of India regarding works / services covered by this tender without any notice, reason or compensation and non-issue of tender documents in future.

Date

For and on behalf of the Contractor

SCHEDULE-A

PROFORMA FOR FINANCIAL OFFER

Sub : Provision of Security Guards to IWAI

Location : Kottappuram to Kollam along National Waterway-3

Sl. No.	Category	Nos.	Consolidated monthly wages per person per 8 hr. shift (Rs.) *	Rate per person per month towards service tax as applicable, administrative charges, overhead & contractor's profit (Rs.)	Total monthly wages per person per month. (Rs.) {(4)+(5)}	Over time rate/hour (Rs.) (indicative) **
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Unarmed security guard	28 nos.				
2.	Unarmed security supervisor	1 no.				
3.	Unarmed Security Guard (3 dredgers - only nights 12 hours @ 1.50 times)	4.50 nos.				

* Note: Inclusive of all statutory dues like minimum wages, EPF, ESI, bonus etc as well as cost towards uniform, leave substitute etc. to provide security service all days in a month round the clock.

** Not for tender evaluation. This rate will be considered only during operation, on need basis.

Signed by

For.....