

NO. IWAI/COCH/A&E/3073/2009-10

TENDER DOCUMENT

FOR

**SUPPLY OF TECHNICAL MANPOWER AND
OPERATORS FOR CARGO HANDLING
EQUIPMENTS IN NATIONAL WATERWAY-3**



INLAND WATERWAYS AUTHORITY OF INDIA

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

National Waterway Road, NH-47 Bypass,

Kannadikkadu, Maradu (P.O),

KOCHI – 682 304.

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Road Transport & Highways, Govt. of India)
National Waterway Road, NH-47 Bypass,
Kannadikkadu, Maradu (P.O),
KOCHI – 682 304.

Ph.-(0484)-2389804

NO. IWAI/COCH/A&E/3073/2009-10

Dated.....

**NOTICE INVITING TENDER FOR SUPPLY OF TECHNICAL MANPOWER &
OPERATORS FOR CARGO HANDLING EQUIPMENTS IN NATIONAL
WATERWAY-3**

Sealed item rate tenders are invited from resourceful and registered agencies for deployment of technical manpower and operators for cargo handling equipments in NW-3 initially for a period of one year, which may be extended for further period of maximum one year on the same terms and conditions.

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:-
- a. Proof/copy of valid license/ registration of the firm to provide the staff(s)/operators.
 - b. Proof of currently working with atleast one Govt/PSU/ any other reputed organization with similar nature of deployment .
 - c. Proof of having satisfactorily attended to manpower supply contract of annual value of Rs.10.00 Lakhs or more during each of past three years.
 - d. Copy of PAN Card.
 - e. Proof of EPF, ESI, Service Tax registration of the firm.
 - f. EMD of Rs.30,200/- (Rupees thirty thousand two hundred only) in the form of Demand Draft drawn in favor of "IWAI-FUND" on any Nationalized/ scheduled Bank payable at Ernakulam.
- C) TENDER IS TO BE SUBMITTED IN TWO PARTS. FIRST PART i.e. "TECHNICAL BID" WHICH 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 AS IN SCHEDULE-A. THESE TWO BIDS SEPERATELY SEALED DULY MARKED "TECHNICAL BID" AND "FINANCIAL BID" SHALL BE SUBMITTED IN A SEALED ENVELOPE SUPERSCRIBING AS "TENDER FOR PROVIDING TECHNICAL MANPOWER AND OPERATORS FOR CARGO HANDLING EQUIPMENTS.

2. SUBMISSION OF TENDERS

- (a) Tender paper can be purchased from the office of Director, IWAI, National Waterway Road, NH-47 Bypass, Kannadikkadu, Maradu (P.O), Kochi – 682 304 by paying Rs.520/-(including 4% VAT) in the form of DD/Pay order of any Nationalized / scheduled Bank payable at "IWAI fund", Kochi or cash from 15.6.2009 to 06.07.2009 between 11 .00 hours to 17.00 hours.
 - (b) Sealed Tenders as described above and as in the tender form and bill of quantity etc. may be submitted to Director, IWAI, National Waterway Road, NH-47 Bypass, Kannadikkadu, Maradu (P.O), Kochi – 682 304 at his office on or before 15.00 hours on 07.07.2009.
3. Tenders received late on account of any reason whatsoever will not be entertained.
 4. Earnest Money Deposit (EMD) of Rs. 30,200/- (Rupees thirty thousand and two hundred only) 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 Director at his office at IWAI, National Waterway Road, NH-47 Bypass, Kannadikkadu, Maradu (P.O), Kochi – 682 304 at 15.30 hours on 07.07.2009 in the presence of representative of the tenderers who choose to remain present.
- (ii) After opening of the tenders, the first part i.e. Technical bid will be evaluated by the Tender Evaluation Committee constituted by this Authority. The second part i.e. Financial bid will be opened on a suitable date by the same T.E.C, only for those tenderers who become technically qualified after the evaluation of technical bids.

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. -----

**TERMS & CONDITIONS FOR SUPPLY OF TECHNICAL
MANPOWER AND OPERATORS FOR CARGO HANDLING
EQUIPMENTS IN NW.3**

1. **INTRODUCTION**

Inland Waterways Authority of India (IWAI) a statutory autonomous body under the Ministry of Shipping, Government of India is responsible for development and management of National Waterways for the purpose of shipping and navigation, and promotion of inland water transport. Accordingly, IWAI having its Regional Office at Kochi is developing and maintaining with the execution of a number of developmental activities in National Waterway – 3, constituting of west cost canal from Kottappuram-Kollam along with the Champakkara-Udyogmandal canal for an approx. length of 205 Kms. The various developmental activities includes dredging, widening of the narrow canals, bank protection, providing cargo handling equipments, besides the creation of awareness with respect to the promotion of inland water transport in the State. To ensure smooth execution of the various developmental activities, IWAI requires qualified and experienced technical manpower as well as operators for cargo handling equipments like hydraulic crane, fork lift and platform trucks to be operated at various terminal spread along NW-3. Therefore, the scope of the work of this tender is to supply qualified and experienced technical manpower and operators for the cargo handling equipments.

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 for the tender is Rs.30,200/- (Rupees thirty thousand two hundred only). This deposit shall be in favour of “Inland Waterways Authority of India Fund” in the form of Demand draft on any Nationalised Bank or Scheduled Bank of India payable at 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 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 Schedules A(1) and A(2). The rates quoted shall be firm and shall be kept valid for consideration for a period of 120 days from the date of opening 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 format agreement executed between the Inland Waterways Authority of India and the firm together-with documents referred to therein.
- b) Contract sum: means the amount arrived at by multiplying the numbers shown in the schedule of quantities with the respective category rates and period of deployment as allowed.
- c) Contractor: means the successful party who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-Charge.
- d) Authority: means the Inland Waterways Authority of India (IWAI) 'having its office' and includes their legal representatives, successors and assigns.
- e) Day: means a calendar day beginning and ending at mid-night.
- f) Chairman: means Chairman of Inland Waterways Authority of India.
- g) Engineer-In-Charge: means the officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of the and / or the Engineering Officer appointed by the IWAI or its duly authorised representative to direct, supervise and be in-charge of the works for the purpose of this contract.
- h) Chief Engineer: means the Chief Engineer of the Authority as the case may be.

- i) Director: means the Director of the Authority, as the case may be.
- j) Deputy Director: means the Deputy Director of the Authority as the case may be.
- k) Assistant Director: means the Asst. Director of the Authority as the case may be.
- l) Work Order: means a letter from the Engineer-in- Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- m) Month: means the one Calendar month.
- n) Vessel: means the vessel/craft belonging to the Authority for which manning is to be provided.
- o) Week: means seven consecutive calendar days.
- p) Work/works: means work/works to be executed in accordance with the contract.

6. INTERPRETATIONS

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

7. BANNED OR DELISTED FIRMS:

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

8. SECURITY DEPOSIT FOR PERFORMANCE

- 8.1 The contractor whose tender is accepted has to enter into an agreement with IWAI and will be required to furnish by way of Security Deposit for the due fulfillment of the contract, such sum as will amount to 10% of the contract value. The Security amount will be accepted 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 Bank of India in favour of “Inland Waterways Authority of India 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 be lie against the Authority either in respect of interest or any depreciation in value of any security.
- 8.3 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Engineer in Charge 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 Engineer in Charge 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. 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 take the measures to bring the services under the contract to specified level at the risk and cost of the contractor.
- 8.5 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor’s security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of 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 payment of the amount of the final bill payable in accordance with Clause 24.8, provided the Engineer-in-charge is satisfied that there is no demand outstanding against the contractor. Compensation for any material damage resulted to IWAI property due to negligence or misuse by the staff may be recovered from the security deposit. The decision of Engineer in Charge in this regard after giving opportunity for the agency to explain the reasons and circumstances in that regard shall be final and binding on the agency. No interest shall be payable for the security deposit.

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 a true copy of the contract document.

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 to be deployed under this tender.

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 contemporaneously on separate contracts and for departmental labour and labour of any other agency properly authorised by Authority or statutory body which may be employed at the site for execution of any work not included in the contract

which the Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

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

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice of one month in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever,

on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

16. TERMINATION OF CONTRACT ON DEATH

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

17. CHANGE IN CONSTITUTION

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

18. CONTRACTORS SUPERVISION

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

19. INSTRUCTION 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 notices, instructions 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.

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

20. LIQUIDATED DAMAGE

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

21. RISK OF LOSS DAMAGE TO THE AUTHORITY PROPERTY.

1. All the property of Authority whether with or without deposit to the contractor in connection with the contract shall remain the property of the Authority. The contractor shall use such property for the purpose of execution of the contract and for no other purpose what so ever.

2. All such property shall be deemed to be in good condition when received by the contractor unless he shall have within seven days of the receipt of notified the 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 manpower/operators 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. TECHNICAL MANPOWER & OTHER STAFF

23.1 Nature of work:-

- a) The contractor shall provide personnel in required numbers for smooth execution of the developmental activities and cargo handling equipments to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.
- b) The minimum qualification and essential/ desirable experience, the minimum consolidated monthly remuneration for each crew operators to be deployed are as follows: -

I. Technical manpower

S. No	Name & No. of posts	No. of Posts	Qualification & Experience	Consolidated wages including provisions for all other dues like ESI, EPF, Service Tax, overheads and profit per person per month
1.	Supervisor (Civil)	3	Diploma in Civil Engineering + 1 or 2 years experience in dredging, river conservancy & Civil construction works.	Rs.12,500.00
2.	Supervisor (Mech)	2	Diploma in Mech. Engineering + 1 or 2 years experience in repair & maintenance of boats/dredgers/crafts/crane/equipments.	Rs.12,500.00
3.	Data entry operator cum stenographers	1	Graduate in any discipline with proficiency in stenography and computer application in M.S. Office and proficient in English language.	Rs.8,000.00

II Cargo handling equipment operators

S. No	Name & No. of posts	No. of Posts	Qualification & Experience	Consolidated wages including provisions for all other dues like ESI, EPF, Service Tax, overheads and profit per person per month
1.	Crane Operator	2	8 th pass, license to operate the equipment of up to 20 tonnes capacity and minimum one year experience in operation and routine maintenance.	Rs.13,750.00
2.	Fork lift Operator	2	8 th pass, license to operate the equipment and minimum one year experience in operation and routine maintenance	Rs.13,750.00

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 instruction issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

23.2 The Contractor shall in respect of personnel employed by him comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.

23.3 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of personnel employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.

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) The Industrial Employment (Standing orders) Act.1946 (Amended).
- vii) The Industrial Disputes Act. 1947 (Amended)
- viii) Payment of bonus Act.1965 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 personnel 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 crew employed and the contribution payable the Engineer-in- Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 23.5 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- 23.6 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-25.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-23.5 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 23.5 above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 23.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

- 23.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 23.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.
- 23.8 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.
- 23.9 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 23.10 In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a

workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

23.11 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

23.12 The Contractor shall obtain License/Registration under the Contract Labour Act 1970, if considered necessary for performance of the contract.

24. PAYMENT ON ACCOUNT

24.1 The bill shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the 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 monthly 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 any payment made to the contractor against this contract.
- 24.8 Payment of final bill: - The final bill shall be submitted by the contractor within one month from the date fixed for completion of the work or of the date the certificate of completion is furnished by the Engineer-in-Charge. No further claim in this regard, unless as specified here in shall be entertained payment shall be made within three months from the date of submission of the bill. If there shall any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. 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.

25. OVER PAYMENTS AND UNDER PAYMENTS

- 25.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.
- 25.2 The Authority reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator

appointed under clause 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 or of all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 25.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 25.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Authority will be kept withheld or retained as such by the Engineer-in-Charge or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 21, or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

26 ARBITRATION

- 26.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:

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

- 26.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 26.8 The Arbitration and Conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this Clause.
- 26.9 The Venue of the arbitration proceeding shall be at 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 WORK AND DUTIES & RESPONSIBILITIES

27.1 (a) Rate and period of engagement.

The supply of technical manpower and operators for the cargo handling equipment shall be initially for a period of 1 year which may be extended further period of maximum one more year without any escalation in the rate, change in the terms & conditions. Accordingly, the tenderer is to quote his rate.

- (b) The technical manpower engaged would be posted at regional office of IWAI, Kochi. However, their work site may be at different location along NW-3 between Kollam and Kottappuram & Udyogmandal and Champakkara Canals of NW.3 as per the direction of E-I-C.

- (c) The operating staff for the cargo handling equipment staff be responsible for the operation, maintenance and day to day repair of the equipment posted. These equipment shall be operated in the IWT terminals located at

- i. Maradu
- ii. Vaikom
- iii. Aluva
- iv. Kottappuram
- v. Thanneermukkom
- vi. Thrikkunnappuzha
- vii. Kollam
- viii. Kayamkulam (Ayiramthengu)

The operators therefore are to be posted at the above location, for which, they have to make their own arrangement of lodging and boarding. Besides, the operators are also liable for transfer from one terminal to other depending on the requirement/exigently.

- (d) The firm selected for supply of technical manpower shall be responsible for paying salary /wages, medical benefits, insurance, traveling expenses, ESI, EPF and other statutory dues towards the technical manpower and operators supplied to the Authority and shall quote their rates accordingly. In order to protect the interest of the technical personnel /operators against any injury, death & disability during the duty and validity of the contract, the Contractor shall have the Group Insurance Scheme from any Nationalised Insurance Company and same to be produced to Authority on demand.
- (e) The operators engaged for the equipment shall perform the duty and responsibility as assigned by EIC and the normal duty shall be from 10.a.m to 5.30 p.m or any other convenient time depending on the nature of work with respect to cargo handling.
- (f) IWAI shall pay monthly bills within 15 days of presenting the same by the contractor based on deployment/attendance of their manpower during previous month, duly signed by the supervising official of IWAI/Site-in-charge.
- (g) With respect to operators for cargo handling equipment, accommodation at their respective place of postings shall have to be arranged by the employee themselves. Similarly, the technical manpower also have to arrange their own accommodation and transport.
- (h) 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)
- (i) Normal working hours shall be 8 hrs. Per day for 6 days a week. For any working hours beyond 8 hrs. and for working on holidays extra payment on hourly basis (proportionate to salary for 8hrs duty) shall be admissible as per the rule of the Authority in this regard. One hour to be deducted as free from extra duty performed either before or after working hours,

beyond the prescribed hours of work. The manpower supplied shall be having same closed holidays (Gazetted) as admissible/applicable to employees of IWAI.

- (j) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
- (k) The personnel shall be deployed under the overall control of the Director, IWAI, Kochi and the accordingly they shall be required to report for duty at Regional Office of IWAI at Kochi as the case may be for further deployment.
- (l) The contractor shall remove any person, if the Director finds him unsuitable and replace him with suitable substitute within 7 days of written intimation in that regard by the Director.
- (m) Engagement in IWAI shall not confer any right on any individual for preference in regular employment in IWAI or for his continuation in subsequent period after the termination of the contract.
- (n) Only experienced and qualified personnel shall be deployed for all categories of personnel requiring competency certificates issued by any Authority shall be provided in original at IWAI office by the contractor for each personnel offered by him.
- (o) No advance payment shall be admissible. Running A/c shall be payable monthly on submission of the bill by the contractor, duly certified by the Site-in-Charge/Officer-in-Charge.
- (p) The bill for the monthly wages of the technical staff & operators supplied each month as per the consolidated wages in the tender shall be submitted to IWAI by 7th day of successive month supported by attendance records for verification.
- (q) IWAI reserve the right to terminate the contract of manpower supply any time before expiry of one year or the extended period by issue of one month's notice to the Contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw the deployed manpower before expiry of contract period he will have to give one-month notice, failure to do so will result in forfeiture of the deposited security amount.

WARRANTY FORM

M/s.
(hereinafter referred to as the Contractor) having carefully studied all the documents, specification, to the Contract for supply of manpower for the vessels and cargo handling equipments on NW.3 for the year 2008-09 and under stood the local conditions having undertaken to execute the said works.

DO HEREBY WARRANT THAT:-

1. The Contractor is familiar with all the requirements of the Contract.
2. The Contractor has investigated the vessels and other equipments and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Contractor shall mobilize the necessary qualified & experienced manpower before the date of issue of work order.
4. The Contractor is satisfied that the work may be performed and completed as required in the Contract.
5. The Contractor accepts all risks directly connected with the performance of the Contract.
6. The Contractor has/had/have no collusion with other Contractor, with any of the men of the Engineer-in-Charge or with any other person in Authority to execute the said works according to the terms and conditions of the said Contract.
7. The Contractor has not been influenced by any statement or promise of the Authority or E-I-C but only the Contract Documents.
8. The Contractor is financially solvent.
9. The Contractor is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Contractor is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.

11. I/We hereby give undertaking that the information, certificates and documents furnished by me/our with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us an Inland Waterways Authority of India regarding works mentioned in Para-1 without any notice, reason or compensation and non-issue of tender documents in future.

Date

For and on behalf of the Contractor

I. MECHANICAL HANDLING EQUIPMENTS

1. HYDRAULIC MOBILE CRANES (HY-17)
2. FORK LIFT (Capacity - 3000Kg)

DRAFT AGREEMENT

This agreement made on _____ day of _____, Two Thousand Five between Inland Waterways Authority of India having its registered office IWAI, National Waterway Road, NH-47 Bypass, Kannadikkadu, Maradu (P.O), Kochi – 682 304 (hereinafter called 'IWAI') which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/s. _____ having its registered office at _____ (hereinafter called the 'CONTRACTOR' which expression, shall unless excluded by or repugnant, to the context to be deemed to include heirs, executors, administrators, representative and assign successors in office) on the other part.

WHEREAS, the Authority is desirous of commissioning service of a contractor to “supply qualified & experienced technical manpower and operator for cargo handling equipments of IWAI” for a period of one year, which may be extended for further period of maximum one year on the same terms and conditions and rate and WHEREAS the contractor has agreed to undertake the work. 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 in conformity in all respects, with provisions of the agreement.

The Authority hereby covenants to pay the Contractor consideration of such completion of work, the contractor pay at the time 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 work order shall be deemed to form and be read construed as part of this agreement.

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

IN WITNESS WHEREOF the said IWAI has caused Sh..... Inland Waterways Authority of India, hereunto set his hand and the said..... hereunto affixed its seal and signed on the day, month and year first above written.

Executed by IWAI through Sh.....

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

For and behalf of
Inland Waterways Authority of India

For and behalf of
Contractor

Signature.....

Signature.....

Seal

Seal

Witness

Witness

ANNEXURE

SCHEDULE-A

**FINANCIAL OFFER FOR TECHNICAL MANPOWER & CARGO
HANDLING EQUIPMENTS OPERATORS ON NW-3**

1) TECHNICAL MANPOWER

Sl. No.	Name of the posts	Required Nos.	Estimated Rate Per person/ month for consolidated minimum wages to be paid including statutory liabilities, Service Tax, overheads & Profit.	Rate offered per person per month inclusive of all statutory dues, overheads & Profit. *	Total amount /month
1.	Supervisor (Civil)	3	Rs.12,500/-		
2.	Supervisor (Mechanical)	2	Rs.12,500/-		
3.	Data entry operator cum stenographer	1	Rs.8,000/-		

(Rupees -----)

Signature:
(NAME & ADDRESS OF THE FIRM WITH SEAL)

* Break up of the consolidated wages including service tax to be given separately.

SCHEDULE-B

2) CARGO HANDLING EQUIPMENT OPERATORS

S.L No	Name of the posts	Required Nos.	Estimated Rate Per person/ month for consolidated minimum wages to be paid including statutory liabilities, Service Tax, overheads & Profit.	Rate offered per person per month inclusive of all statutory due, overheads & Profit.*	Total amount /month
1.	Crane Operator	2	Rs.13,750/-		
2.	Fork lift Operator	2	Rs.13,750/-		

(Rupees -----)

Signature:
(NAME & ADDRESS OF THE FIRM WITH SEAL)

* * Break up of the consolidated wages including service tax to be given separately.

**Break up for the rate quoted in respect of Technical Manpower
& Operators for Cargo Handling Equipments**

Sl. No.	Name of Post	Wages per person per month	Overhead Charges & Profit	Service Tax	Total
1	Supervisor (Civil)				
2	Supervisor (Mech.)				
3	Data Entry Operator cum Stenographer				
4	Crane Operator				
5	Fork lift Operator				