

TENDER

For

CONTRACT MANAGEMENT(i.e Manning, Operation & Maintenance) of the Survey Launches in National Waterway No.2 the Brahmaputra.



INLAND WATERWAYS AUTHORITY OF INDIA

Ministry of Shipping, (Government of India)

A-13, Sector-1, NOIDA, Gautam Buddha Nagar, U.P-201301

Tel (0120) 2543931: Fax 2522969

Web site: <http://iwai.nic.in> E-mail: iwainoi@hub.nic.in/
suvadandapat@gmail.com

July- 2012



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F.No. IWAI/MD/026/2011-12 Vol.-II

Date:

To

Sir,

Sub: Tender document for Contract Management (i.e Manning, Operation & Maintenance) of IWAI Survey Launches in National Waterway No.2

Ref: Your letter No. _____ dated _____.

Inland Waterways Authority of India, Noida, invites sealed tenders from Reputed and resourceful fleet operators and Manning contractors for Manning, operation and maintenance of IWAI Survey Launches in National Waterway No.2 for which the tenders are to be received in the office of **Chief Engineer (P&M)**, Inland Waterways Authority of India, A-13, Sector-1, Noida 201301, U.P., India", not later than 15:30 hrs. IST on 24.08.2012.

(S. Dandapat)
Chief Engineer (P&M)

Encl: As above.



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NOTICE INVITING TENDER

Inland Waterways Authority of India (IWAI) invites sealed tenders for different work schedules in two cover system (Cover-I - Technical bid and Cover-II Financial Bid) from experienced and resourceful inland vessel operators and manning contractors for **Contract Management (i.e manning, operation and maintenance) of 5 nos. IWAI Survey Launches** to be operated in various stretches of National Waterway No.2 – the Brahmaputra initially for a period of three years and extendable on yearly basis up to a maximum of two years.

Work Schedule	Details of work:-	Estimated cost for 3 years (in Rs.)	Earnest Money Deposit (in Rs.)
A.	Manning, operation & maintenance of 2 nos.Survey Launches in NW-2 (Dhubri to Pandu)	280.00 Lakhs	5.60 Lakhs
B.	Manning, operation & maintenance of 3 nos.Survey Launches in NW-2 (Pandu to Sadiya)	381.00 Lakhs	7.62 Lakhs

TERMS AND CONDITIONS:

- Interested bidders may obtain non-transferable bid document by submitting non-refundable demand draft for Rs.2500/- drawn in favour of "IWAI FUND" payable at Noida/New Delhi. Tender document will be available for sale from 23.07.2012 to 22.08.2012.between 1000 hours to 1700 hours (IST) on any working day from Monday to Friday from the office of the following:

Chief Engineer(P&M), IWAI, A-13, Sector 1, Noida, Utter Pradesh, Pin -201301.

Director, IWAI Pandu Port Complex, Pandu, Guwahati – 781012 (Assam).

The tender document can also be downloaded from IWAI's website <http://www.iwai.nic.in>. Applicant submitting the downloaded version would need to pay the cost of tender document along with the application in the above manner. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by bidder for

downloaded tenders. The amendment /clarification, if any, to the document will be available on the above website.

2. Tender must be accompanied with documentary evidence of credentials viz. similar works done, performance certificate, yearly turn over etc. The tenderer shall meet the following pre-qualification criteria:-
 - i) The tenderer shall be registered in appropriate class with CPWD, Railways, MES, State PWD/Irrigation Department, Port Trusts, IWAI, D.C.I. or any of the State IWT Directorate or similar organizations having experience for similar works or non-registered contractors having similar and adequate experience.
 - ii) **The firm should have done works of similar nature i.e. manning, operation and maintenance of similar kinds of vessels during last 3 years as follows. Firms having experience only for manning of vessels are not eligible.**
 - a) Single work costing 30% of the estimated cost
or
 - b) Two works each costing 20% of the estimated cost
or
 - c) Three works each costing 15% of the estimated cost
 - iii) The tenderer should submit the copies of Registration Certificate/ Number for P.F., E.S.I and Service Tax., issued by competent authority along with deposited documentary evidence of last three years.
 - iv) The tenderer shall be Income Tax assessee and shall submit the Audited Balance Sheet for the last three years.
 - v) The tenderer should submit documentary evidence on financial and material/equipment resources for execution of the above works.
 - vi) Latest certificate of solvency i.e 30% for an amount equal to each Schedule quoted for from Public sector/Scheduled Bank has to be submitted.
3. **The bidder can quote either for one or all schedules. Evaluation shall be made considering each schedule separately and tender shall be finalized accordingly.**
4. The vessels of different kinds are under construction. The manning, operation and maintenance of these vessels shall have to be carried out during the contract period on the same rates as prevailing at the time of delivery/commissioning of the vessels and on the same terms and conditions.
5. The last date for submission of the bid document is upto 15:30 hrs on 24.08.2012. The technical bid shall be opened on the same day at 16:00 hrs. in the presence of the representative of bidders, if any.
6. The pre-bid meeting will be held on 08.08.2012. at 15:00 hrs.

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

Chief Engineer (P&M)
IWAI, Noida

FORM OF TENDER

To,

Chief Engineer (P&M)
IWAI,
A-13, Sector -1,
NOIDA (201301),
Gautam Budh Nagar (U.P.)

Dear Sir,

We (M/s ----- of -----)
having read and fully understood the specification, conditions of tender and general conditions of contract hereby tender to man, operate and maintain Survey Launches of IWAI in accordance with and so forth in Notice Inviting Tender, General Conditions of Contract.

The tenders have been submitted in **Cover-I** and **Cover-II** as stipulated in your Tender Notice.

We hereby agree that the said specification, conditions of tender and general Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Authority shall constitute the contract.

We have deposited with the Chief Engineer (P&M), IWAI, NOIDA an amount of Rs. ----- (in words) vide DD No. ----- of ----- Bank dated ----- as Earnest Money for the tender.

Should Authority ask for a break up of our price, we shall submit the same forthwith giving adequate justification to establish its veracity, failing which the Authority may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for the decision.

(Duly Authorised to sign the tender on behalf
of the contractor)

Witness _____

Name _____

Signature _____

Designation _____

Name _____

Name of Company _____

(IN BLOCK LETTER)

Date _____

Note: All blank spaces to be filled in by the Tenderer and submitted along with tender.

INVITATION OF OFFERS FOR MANNING, OPERATION & MAINTENANCE OF IWAI SURVEY LAUNCHES TO BE OPERATED IN NW-2.

1. INTRODUCTION

Inland Waterways Authority of India having offices at Pandu in Brahmaputra on the National Waterway No.2 owns & operates various kinds of vessels for development, maintenance and management of the National Waterway for the purpose of shipping and safe navigation. In order to meet the existing shortage of skilled/semi-skilled manpower for operation and maintenance of above mentioned vessels, it is proposed to outsource the personnel for manning, operation and maintenance including running repair for 5 Survey Launches for effectively carrying out various activities. Outsourcing of manpower is proposed to be done from reputed, experienced and resourceful firms, companies, fleet operators and manning contractors. The contract shall initially be for a period of 3 years and extendable on year to year basis depending on the performance for another 2 years.

2. INFORMATION AND INSTRUCTIONS FOR TENDERERS

GENERAL

1. Submission of Tenders: Tenders should be submitted in two parts.

(i) Cover –I: Terms and condition:

This cover should contain a confirmation of the tenderers for acceptance of terms and conditions contained herein, any deviation from terms and conditions quoting the specific clause as well as the reason for deviation, a full synopsis of their ability and experience in carrying out similar operations or contract management of vessels for last 3 years, minimum lead time required to mobilize the resources and latest audited balance sheets and the annual reports of the company to be submitted. This cover should also contain a blank price bid format indicating the tenderers acceptance of the price bid format and nature of any additional change tenderers wish to include.

(ii) Cover-II: Price Bid.

This cover will be opened only after the bid as submitted under Cover-I is technically qualified i.e. when IWAI is satisfied with contents of **Cover-I** as well as the qualification and experience of the tenderer. This cover will contain price bid in the specified format, all blank space dully filled in, and signed by the tenderer under the common seal of the company.

Earnest money deposit shall be included in Cover-I separately for each schedule quoted for, without which no tender will be evaluated. EMD will be refunded to the unsuccessful tenderers without interest as soon as possible after award of contract.

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 tender.

(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 as specified for each schedule for the indicated stretches must accompany the tender. The tenderer who wishes to participate in more than one schedule (i.e. stretch) will have to submit the EMD for each schedule separately. This deposit shall be in favour of IWAI FUND in the shape of demand draft or Bank Guarantee on any Nationalized Bank or Scheduled Bank of India payable at Noida/New Delhi.

- (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 E.M.D shall be forfeited on the following grounds:
 - (i) If the tenderer fails to sign the contract in accordance with clause 3 of conditions of contract on receipt of award of work

OR

 - (ii) 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 firm/Agency may quote for one schedule or more and accordingly submit separately the required EMD and also for the purpose of qualifying indicate that at least one or more similar work Specified in NIT has been carried out satisfactorily during the last three years for the combined value of the schedules quoted for. The original tender document duly signed in every page by authorized signatory shall be returned with the offer.

3. CONTRACT:

The successful tenderer shall be required to execute a contract agreement with Inland Waterways Authority of India (IWAI), in the format enclosed as “Agreement Format”.

4. **VALIDITY OF PRICES:**

The tenderer shall quote the rates for various categories of personnel, POL and maintenance of vessels in the prescribed schedules enclosed herewith. The rates quoted shall be firm and shall be kept valid for consideration for at least 120 days from the date of closing of the tender.

5. **BANNED OR DELISTED FIRMS:**

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

If a firm has been banned by any Govt. or quasi Govt. Agency or PSU, this fact must be clearly stated and it may not be a cause of disqualifying the firm. If the declaration is not given, the bids shall be rejected as non-responsive.

6. **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 tender acceptance thereof and the formal 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 tenderer who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
- (d) **Authority:** means the Inland Waterways Authority of India. (IWAI) having its office at A-13, Sector-1, Noida (U.P.) and includes therein legal representatives, successors and assigns.
- (e) **Day:** means a calendar day beginning and ending at mid-night.
- (f) **Chairperson:** means Chairperson 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 and/or the Engineering Officer appointed by IWAI or its duly authorized representative to direct, supervise and be In-charge of the works for the purpose of this contract.
- (h) **Chief Engineer (P&M):** means the Director (Marine) 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 Asstt. Director of the Authority as the case may be.

- (l) Work Order: means a letter from the Engineer-in-charge conveying the acceptance of tender/offer subject to such reservations as may have been stated therein.
- (m) Month: means the 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.

7. INTERPRETATIONS:

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

7.2 Heading and marginal notes in these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

8. SECURITY DEPOSIT FOR PERFORMANCE:

8.1. The contractor whose tender is accepted has to enter into an agreement with IWAI. The EMD submitted by the successful bidder will be converted into Security Deposit. The tenderer will be required to furnish Performance Security for the due fulfillment of the contract for an amount of 10% of the contract value before signing of the agreement. The Security amount will be accepted in the form of crossed Demand Draft on any Nationalized Bank or Scheduled Bank of India, in favor of Inland Waterways Authority of India, Fund, payable at NOIDA/New Delhi or in the shape of Bank guarantee. The EMD amount converted to Security Deposit will be adjusted against the Security Deposit. The Bank Guarantee for the Performance Security may be initially for a period of one year which is to be extended by the contractor before the expiry on yearly basis and this Performance Security will be kept valid for 90 days beyond the currency of the contract. The Engineer-in-Charge shall have the right to get the Bank Guarantee extended through the contractor till such time, the contractual obligations are fulfilled. In case the contractor fails to commence the operation after handing over of the vessels to him or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWAI at its own discretion encash the Performance Security Bank Guarantee.

8.2 The Performance Security Deposit thus collected from the contractor will be returned only after satisfactory completion of the work. The Security money shall be deposited within 15 days of award of work. In case of successful tenderer, the earnest money deposited shall be a part of the security deposit. Hence the successful bidder shall have to deposit the balance amount so that the total amount, including the earnest

money deposit forms the total security deposit. Interest will not be paid on security deposit.

8.3 If the contractor having been called upon by the Chairperson to furnish the security fails to do so within the specified period, the EMD submitted by the contractor shall be forfeited. It shall be lawful for the Chairperson:

i) To recover the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the authority.

Or

ii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work at the risk and cost of the contractor.

8.4 No claim shall lie against the Authority either in respect of interest or any depreciation in value of any security.

8.5 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Chairperson 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 Chairperson 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.

8.6 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 and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or get the measures for rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

8.7 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising 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 or on payment of the amount of the final bill payable in accordance with

clause 22, whichever is later, provided the engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

10. SUFFICIENCY OF TENDER:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its 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 two certified true copies of the contract documents.

11.3 One copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.

11.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

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

12.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works performed by various categories of personnel on board the vessels.

12.2 The performance of the vessels/ dredgers are also to be monitored along with fuel consumption. The repair and maintenance work carried out by the contractor shall also be supervised & monitored by EIC or his representative.

12.3 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.

12.4 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. ASSIGNMENTS AND SUB-LETTING:

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. Provided that the Engineer-in-Charge may at his discretion, approve and authorize the Contractor to sub-let any part of the work, which in his opinion, is not substantial, after the contractor submits to him in writing the details of the part of the work(s) or trade proposed to be subject, to name of the sub-contractor thereof together with his past experience in the said work/trade and the letter of the proposed sub-contract. Nevertheless any such approval or authorization by the Engineer-in-Charge shall not relieve the contractor from his any or all liabilities, obligations, duties and responsibilities under the contract. The contractor shall also be fully responsible to the Authority for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the contractor.

14. FACILITIES TO OTHER CONTRACTORS:

The contractor 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 for personnel and personnel of any other agency properly authorized by Authority or statutory body which may be employed at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

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

If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the 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 incomplete part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the Engineer-in-Charge of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

17. CHANGE IN CONSTITUTION:

Where the contractor is partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carryout the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 15. 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 either himself supervise the performance of various personnel or shall appoint at his own expense a person/persons as his accredited agent approved by the Engineer-in-Charge, if contractor himself does not have sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works.

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

19. LAWS GOVERNING THE CONTRACT:

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

20. LABOUR:

20.1 The contractor should obtain valid license under contract labour Act 1970, immediately after receiving the work order.

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

(c) The Contractor is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairperson 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.

20.3 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by categories of the works of people 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.

(i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them.

20.4 The Contractor shall pay to personnel employed by him, wages not less than wages as defined in Contract personnel (Regulation and Abolition) Act 1970 with General Rules framed there under and amendments made from time to time.

20.5 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.

20.6 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 Amended 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.

20.7 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 personnel 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.

20.8 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.

20.9 Notwithstanding the fact that the property in the dredger and/or vessel has been handed over to the contractor by IWAI when the possession of the same was given to the contractor, the contractor alone shall be responsible and liable to meet and comply with all labour laws as may be applicable from time to time. The contractor shall ensure that all work force/staff employed by the contractor for the purposes of carrying out its obligations under this agreement shall at all time remain employees/work force of the contractor and shall not claim to be employees of IWAI or be entitled to seek any benefits of employment from IWAI.

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-20 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-20 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 20 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 Clause 20 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.

20.10 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 20.5 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.

20.11 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.

20.12 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.

20.13 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 thereunder 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.

20.14 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.

21. PAYMENT ON ACCOUNT:

21.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in-Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the attendance recorded in the attendance register, the POL consumed as per the specified norms etc.

21.2 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, and such other amounts as may be withheld, deductible or recoverable in terms of the contract.

21.3 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.

21.4 Payments due to the contractor shall be made by crossed cheque or RTGS mode by the Engineer-in-Charge or his authorized representative. The option for payment by RTGS mode shall be as per request of the contractor on production of format/declaration as per CVC guidelines. 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.

21.5 Any interim certificate given relating to work done 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 to which it relates are in accordance with the same.

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

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

22. OVER PAYMENTS AND UNDER PAYMENTS:

22.1 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 any time 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.

22.2 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 23 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

22.3 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 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.

22.4 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.

22.5 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 23 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.

23. ARBITRATION:

23.1 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. The moment a notice of Arbitration is served by either party upon the other, the property in dredger and/or vessel shall automatically vest immediately and at that very moment upon IWAI.
- (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 Chairperson, IWAI. However, the arbitrator 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 Chairperson, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

23.2 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 Chairperson 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.

23.3 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.

23.4 The Arbitrator with the consent of the parties can enlarge the time, from, time to time to make and publish his award.

23.5 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs. 75,000 and above.

23.6 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.

23.7 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.

23.8 The Venue of the arbitration proceeding shall be at Noida/New Delhi. 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.

24. **SCOPE OF WORK:**

I. **To man, maintain & operate survey launches:**

Survey Launches shall be used for Talweg survey in various stretches of National Waterway No.2 for issuing river notices indicating the availability of LAD for safe navigation of vessels. In addition these vessels will also be used for carrying out detailed survey on shoals to ascertain the requirement of dredging/bandalling etc.

The contractor has to man, maintain and operate the survey launches as per direction of authorized officer of IWAI. He will be responsible for general maintenance, survey and running repairs of vessels. The contractor is required to deploy the survey launches for carrying out the desired functions.

The details of survey launches to be deployed in different stretches are indicated below. IWAI reserves the right to change any particular Survey Launch among different stretches of the waterway.

Schedule A. In Dhubri - Pandu Stretch of National Waterway No.2
Survey Launch Type – 1 - S.L. Burhi Dihing, S.L. Dibang

Schedule B. In Pandu – Sadiya Stretch of National Waterway No.2
Survey Launch Type-2 – S.L. Barak, S.L. Lohit, S.L. Subansiri.

Technical details of the vessels are given below:-

1. **Survey Launch Type – 1 (Refer Schedule A)**

Particulars	Survey Launch: Burhi Dihing, Dibang.
Dimension	25.00 x 5.8 x 2.8 m, draft 0.85 m
Speed	9.97 Knots / 9.64 Knots. / 9.82 Knots
Main Engines	180 H.P. (2 Nos.)
Aux. Eng.-I	43 H.P.
Aux. Eng.-II	14 H.P.
Year of built	2007/2008
Hull material	Steel
Registration	IWT Directorate, Govt. of West Bengal.

2. **Survey Launch Type - 2 (Refer Schedule A & B)**

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Particulars	Survey Launch: Barak, Lohit & Subansiri.
Dimension	24.55 x 5.5 x 2.6 m, draft 0.8 m
Speed	9 Knots
Main Engines	165 H.P. (2 Nos.)
Aux. Eng.-I	30 H.P.
Aux. Eng.-II	20 H.P.
Year of built	2001/2003
Hull material	Steel
Registration	IWT Directorate, Govt. of West Bengal.

25. **DURATION:**

This contract is for a period of three years and extendable on yearly basis up to a total period of five years. The contract will come into force on the day of signing of agreement.

26. **DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:**

26.1 MANNING – The contractor has to ensure for operating the survey launches by qualified/trained, competency certificate holders, personnel with adequate experience in the relevant field for Masters, Drivers, Greasers and crews as per the statutory requirement of Inland Vessels Act, 1917 (1 of 1917) and nature of work. The qualification and experience required for each category of personnel are given in Annexure-I.

Operating Personnel: The survey launches are to be manned for operation with the crew and personnel as given in the bid schedules.

The bidder has to supply the total requirement of personnel of different categories indicated in a particular schedule. No part supply of manpower is acceptable. The bid will be technically disqualified if it does not cover all categories of personnel for a schedule.

Further, after finalization of the contract if the contractor fails to supply any category of personnel, the contract shall be liable to be terminated by giving ten days' notice.

The contractor should maintain adequate number of crew as reserve in their pay roll so that weekly off, Gazetted holidays and other leaves and exigencies can be accommodated by the Contractor.

All the Crew particularly Master, Driver shall have valid certificates of competency issued by the Statutory Body, such as: State IWT Directorate, State Maritime Board and MMD as the case may be. The NINI trained Greasers, Lascars, Seacunny or with adequate experience of minimum five years from reputed operators are to be deployed. The selection of personnel should be made by giving preference to persons who have already worked with IWAI in various capacities, got training in NINI the institution run by IWAI as well as Ex-Serviceman having adequate experience in appropriate field. **Fresh candidates without any training and experience should not be supplied as they will not be acceptable to IWAI. The**

contractor shall comply with the provision of Statutory Authority applicable in relation to execution of works.

When the vessel is berthed or moored the safety of the vessel is also to be ensured by the Crew.

The Crew member shall be in uniform while on duty. Food & other facilities as per labour and Marine Law for the Crew shall be arranged by the Contractor.

The contractual charges are inclusive of all the expenses connected to manning and other contractual obligations.

26.2 STATUS OF ENGAGEMENT:

The engagement of personnel on contract should be done on purely temporary basis. The individual should not have any claim for absorption in IWAI on a regular basis for having been engaged for a specific period. To ensure such action the contractor should enter into an agreement with every individual to the effect that they will not have any claim for absorption on a regular basis irrespective of duration of engagement. Copy of the agreement has to be made available by the contractor to IWAI while engaging a person for fulfillment of the contractual obligation.

26.3 TRAINING TO GENERAL PURPOSE RATING OF NINI AS APPRENTICES:

The contractor is to provide required apprenticeship training to the General Purpose ratings passed out of NINI and posted on board the survey launders by IWAI. While the necessary stipend shall be paid and monitoring shall be made by NINI, the Contractor may ensure effective on-board training to the candidates under the guidance and supervision of NINI.

27. MINIMUM CONSOLIDATED EMOLUMENTS INCLUDING STATUTORY ALLOWANCES:

The tenderer has to ensure that the wages as per minimum wages Act. and as prevailing in the marine sector depending on their qualification, competency etc. All the statutory allowances such as PF ESI, Bonus, Group Insurance are to be provided to each staff as prevailing and accordingly tenderer has to ensure for opening their deposit to the concerned organization as per the procedure in this regard.

The tenderer while submitting the bid has to disclose the monthly minimum and consolidated wages as well as the statutory allowances that are to be paid to each category of personnel along with his percentage of profit and overhead and administrative expenditure. Once declared/disclosed same is to be maintained with the provision for showing the valid documentary evidence as and when demanded by E.I.C. Hence effort to be made for payments to the personnel through scheduled/commercial bank accounts having valid bank account number.

28. SERVICE TAX:

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The tenderer while quoting for the rate based on the above, may quote the service tax as applicable separately and the service tax shall be reimbursed on production of the original receipt/documents on the submission of the same by the contractor.

29. **HANDING OVER OF VESSELS:**

29.1 **Handing Over & Taking Over Note:**

The Survey Launches will be formally handed over to the contractor on signing the Agreement. The contractor shall be responsible for safety and working readiness of the vessels and their parts & fittings till such time when the vessels are handed back to IWAI. IWAI's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility. One detail handing over and taking over note of the vessels to be prepared and signed by the tenderer and EIC. The handing over and taking over note shall include the machinery details fitted on board, condition of hull, detail inventory including deck outfit, tools and spare parts. On expiry of the contract period or termination or otherwise, the vessels shall be returned to IWAI as per the handing over and taking over note except the consumables which have been consumed over the contract period. The condition of the hull and machinery are to be checked and ensured that no substantial damages have been sustained while returning the vessels to IWAI. In case substantial damage to the hull, machineries & disparity on the equipment, inventory etc. are observed, the compensation for the same to be deducted from the pending bill or security deposit.

Notwithstanding anything contained in the tender documents including this agreement, the contractor shall not remove the vessels from the site specified by IWAI without prior written approval of Authorized Officer of IWAI. All movements of vessels that the contractor processes to make shall be with the prior notice to and after obtaining prior written consent of IWAI.

Property in the vessels shall be handed over to the contractor by IWAI at the time when the possession of such vessels is given to the contractor.

29.2 **General Upkeep & Maintenance:**

General upkeep, maintenance of the vessels will be contractor's responsibility. This includes normal routine maintenance and cleanliness of the vessels, proper mooring and berthing, minor repair work so as to keep the vessel ready and fit for operation. The nature of repairs will be assessed as minor or major depending on the criteria fixed for that purpose EIC or his representative may inspect the vessel without any prior notice in this regard. Accordingly, the log book/ repair & maintenance of vessels etc. shall have to be maintained as per marine practice/ guide line and statutory requirement i.e.

- (1) Maintenance of log book:- The log book of vessels are to be in the name of owner i.e IWAI with the indication of the name of contractor.
- (2) Log book must have the details for each day with regard to opening balance of fuel/ lubricating oil/ grease etc. receiving of fuel/ lubricating oil/ grease etc., consumption of fuel/ lubricating oil/ grease etc. for individual engine/machineries, cumulative total consumption of fuel / lubricating oil/ grease etc. and closing balance of fuel/ lubricating oil/ grease etc.

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- (3) Starting/ stopping hrs. of individual engine/ machinery, total running hrs. of individual engine/ machinery . Break down hrs., idle hrs./ stand by hrs.
- (4) Opening and closing of the sounding for fuel/ lubricating oil.
- (5) Opening and closing of the sounding for ballast, fresh water etc. available on board,
- (6) Opening balance / consumption/closing balance of ballast / fresh water etc. on board.
- (7) Draft of vessels in the morning before start and after completion of operation.
- (8) Detail of sick/ leave/ absent of officers/ crews of vessels.
- (9) Weather condition.
- (10) Details of the major/ minor repair works as well as maintenance works carried out for each vessel also to be recorded in the log book on completion of each repair/ maintenance work.

Repair and maintenance of vessel, dredger, tug, boat must be attended as per marine practice/ guidelines/statutory requirement and maintenance schedule of the manufacturer of machineries, equipment etc. Separately, a maintenance schedule for the machineries of each vessel to be prepared and maintained and made available for inspection to EIC or his representative. One separate case history for each vessel on the repair & maintenance works as carried out must also be prepared and maintained from the date of taking over of the vessel.

The inventory list for all the deck & Engine items, spares, stores, accommodation including galley etc. to be prepared and maintained along with necessary updating at regular interval after necessary inspection and validation by the EIC or his representative.

The fuel and lub. oil during the bunkering shall be tested from the approved test laboratory or from oil supplying companies with regard to quality, type, viscosity, density etc. and same to be attached with the running charges bill for payment.

30. REPAIR & MAINTENANCE:

All repairs including replacement of spare parts whose aggregate cost do not exceed Rs.1,00,000 per month per vessel shall be deemed as minor repairs. However where cost of a single item to be replaced exceed Rs.50,000/- then that shall not be considered as a minor repairs. The log book, or case history in this regard to be maintained and same shall be verified by EIC or his representative.

The cost of statutory and dry docking and periodical repair will be reimbursed by IWAI provided such repairs are carried out with prior permission and sanction to the estimate from the authorized officer within duration of lay off approved by him.

The cost of statutory and dry docking and periodical repair will be reimbursed by IWAI provided such repairs are carried out with prior permission and sanction to the estimate from the authorized officer within duration of lay off approved by him.

31. CONSUMABLES AND STORES:

All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, distilled water etc. will have to be provided by the contractor.

32. FUEL AND LUBRICANTS:

Fuel (HSD) and lubricants for Main Engine, Auxiliary Engine, Generator Engine, Gear Box, Hydraulic Oil etc. shall be arranged to be taken/stored on board at regular intervals by the contractor. The replenishments shall be so arranged that it does not affect the normal operation of the vessels. Only the appropriate grade/quality of fuel and lubricants shall be used. All costs of fuel, lubricants and consumables are to be borne by the contractor. IWAI at its discretion may send the sample of POL for testing. All costs of POL, consumable and laboratory fees for POL testing are to be borne by the contractor. The log book and details of POL supplied, etc. are to be maintained for verification. One separate statement (preferably computerized) shall be submitted every month on the details of POL supplied, consumed, balance along with other details on repair and maintenance.

33. PRICE VARIATION OF POL:

The price variation on account of POL will be applicable as follows:

The contract price will be subjected to adjustment of variation of prices of High Speed Diesel (HSD) Oil only. The adjustment will be made according to the formula given below :

$$A = (P - P_0) \times \text{Actual Consumption in liters during the period of billing.}$$

Where,

- i) A = Amount payable for price variation during the period under consideration.
- ii) PO = Price of HSD at the time of opening of tender.
- iii) P = Price of HSD for the period under consideration.

The payment on account of variation in the price of HSD only shall be made to the contractor based on the price of HSD purchased during the period of a month for which the proof of payment will have to be furnished and the difference from the original HSD price at the time of the opening of tender and the actual consumption of HSD during the period of billing shall be taken into account.

34. OPERATION:

The vessels shall be under the operational control of Director, IWAI, Guwahati in NW-2, and contractor shall be bound to carry out all legal and feasible operation ordered by the concerned field Director of IWAI or his authorized officer.

The vessels may have to ply in the river and estuary at any time during day or night within the permissible plying limits.

The vessels shall be made ready for operation within 1 hour of receiving appropriate order from the authorized officer.

35. OPERATIONAL MODE AND CHARGES:

Normal operating Hours for the vessels shall be from 06.00 hrs. to 18.00 hrs. of the day. The operational period for calculation of charges due to the contractor and other purposes will be counted as follows in three modes.

- A) IN OPERATION MODE:** The vessels shall be deemed to be in operation from the point of time the main engines are started till such time the main engines are stopped.
- B) ON STAND BY MODE:** The vessels shall be deemed to be on stand by if the vessel is made available to the authorized officer fully ready & fit for operation with sufficient Crew, fuel and stores on board whereby the officer can order the master to commence operation at 1 hour notice.
- C) IDLE TIME:** When the contractor is unable to make available the vessel on 'standby' mode for at least twelve hours in a day then the vessel shall be deemed to be idle for that day.

36. ACCRUE OF CHARGE:

The charges shall accrue to the contractor at the rates quoted by him & accepted by IWAI in the following manner.

- A) DAILY CHARGE** This charge shall be paid for every day the vessel is on 'standby' mode described above.
- B) HOURLY RATE:** The rate shall be paid over and above the daily rate for the period in which vessel is in 'operation' mode.

37. CERTIFICATES, INSURANCE & SURVEY :

The contractor shall be responsible for obtaining valid statutory or any other certificates in accordance to the I.V. Act of 1917 or similar Act as necessary for plying the vessel within the limits prescribed.

If for this the vessels are to be Surveyed/Inspected by the concerned authorities and repaired as recommended all the Survey expenses for this purpose shall be borne by the contractor. All necessary Survey certificates are available with IWAI and copy of which will be handed over to the successful tenderer. It will be the duty of the contractor to keep all the certificates valid, updated as and when required. Present validity of survey certificates will be handed over to the successful tenderer. EIC or his representative shall have the access for verification from time to time.

38. INSURANCE:

For the purpose of insurance the cost of the vessel is to be taken as indicated below:

The insurance has to done by the contractor in the following manner.

- (a) The vessel including hull and machinery.
- (b) Comprehensive insurance, including wreck removal.
- (c) Insurance for the Crew deployed by the Contractor.

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The documentary proof of all the above three insurances will have to be submitted to IWAI by the Contractor prior to commencement of operation.

IWAI shall be the beneficiary of the first two policies (a) & (b) and shall reimburse the cost of yearly premium on production of original receipt/document and submission of the same by the contractor.

The third insurance i.e. for the Crew of the vessels shall be entirely the contractor's responsibility and the cost of the premium will have to be borne by the contractor. The cost is not to be quoted separately in the Price Bid.

39. LAW OF THE LAND:

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the Contractor at his own cost. IWAI shall be at liberty to deduct appropriate amount from the bills of the contractor in case the contractor fails to comply with the relevant rules, and regulations and the consequential damages which may have to be suffered by IWAI.

40. PAYMENT:

The contractor will be paid on monthly basis. He has to submit his bill/invoice for a month within 8th day of the next month along with the log book extract and bills of major repair if any duly certified by the authorized officer, the proof of the payment of emoluments as agreed from month to month basis. All the authentic and correct bills will be paid within 15 days from the date of submission. The billing shall be made by calculating the operation cost by taking the hourly rates and operating hours of the engines as entered in the log book and manning cost shall be based on rates quoted for each category of personnel present on board the vessel as per Attendance Register.

41. OWNERSHIP:

Handing over of the vessels for operation & maintenance does not imply any transfer of ownership. IWAI will remain the rightful owner of the vessels in all respects.

In case of any damage to any of IWAI's assets including the vessels due to improper handling/mishandling of the vessels by the contractor or his crew, then the same shall be repaired/renewed to pre-damage status by the contractor forthwith. In case such damages are not repaired/renewed by the contractor then concerned field Director or EIC shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor.

42. TERMINATION:

IWAI reserve the right to terminate the contract any time before expiry by issue of one month's written 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 or foreclose the contract he shall have to give three months notice

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failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to such foreclosure of the contract by the contractor will be deducted from the performance security and from any balance amount payable to the contractor from this contract or any other contract.

43. ESCALATION OF EMOLUMENTS:

Escalation of emoluments shall be 5% per annum during the period of contract.

44. ESCALATION ON REPAIR & MAINTENANCE IF ANY :

The repair and maintenance cost in case of major repairs will be reimbursed at actual. For minor repairs the 5% escalation per annum will be applicable.

45. PAYMENT TERMS DURING MAJOR REPAIR AND DRY DOCKING:

As per the recommendation of the IWT Surveyor, the vessels are thoroughly checked for major repair under dry docking condition by another agency every 4 (four) years. Where the major repair and dry docking exceeds more than 14 days, the charges for manning including operating shall be paid @2/3 of the quoted offer (calculated on prorata basis) for the days under question starting from the first day but excluding the date of journey and date of return of the vessels. No payment will be made for maintenance cost during the period of dry docking and major repair, done by the other agency.

Price Schedule (A)**RATE FOR CONTRACT MANAGEMENT (i.e MANNING, OPERATION & MAINTENANCE) OF SURVEY LAUNCHES OF IWAI**Stretch - **Dhubri- Pandu of National Waterway No.-2.**

Vessels comprising of 2 nos. Survey Launches (S.L.Burhi Dihing & S.L. Dibang)

(PRICE BID)**I. Manning Charges**

Sl. No.	Category of Personnel	No. of Persons Required	Estimated Cost	Bidders Price Per person per month
			Remuneration to be paid per person per month + Contractor's profit & overheads (in Rs.)	(in Rs.)
(1)	(2)	(3)	(4)	(5)
1.	Category-II	5	12,600	
2.	Category-III	6	7,560	

Note:

- i) Category-II includes Master 2nd Class-2 nos., Driver 1st Class-2 nos., Supervisor-1 no. Category-III includes Greaser-2 nos., Laskar-2 nos., Cook-2 nos.
- ii) Service Charge @ 12.5% to be reimbursed as per actuals

II. Running Charges for Engine Including all Expenses:

Sl. No.	Name of Vessel	Name of Engine	Rate per hr. (Rs.)
1.	Survey Launch Type 1 (2 Nos.) Burhi Dihing , Dibang	Main Engine (P), 180 HP	
		Main Engine (S), 180 HP	
		Auxiliary Engine-I, 43 HP	
		Auxiliary Engine-II, 14 HP	

III. Running repair & maintenance charge L.S. Rs.-----per month/30 = Rs.----- per day
Manning Operation & Maintenance of Vessels in NW-1, NW-2 & NW-3

IV. Consumable & stores L.S. Rs. ----- per month/30 = Rs.----- per day

TOTAL = Rs.----- per day

Conditions:

1. Please refer to appropriate clauses pertaining to specifications of vessels and terms and conditions of contract
2. The tender for manning shall be evaluated by computing for 36 months and considering an escalation of 5% per annum.
3. The tender for operation and maintenance in respect of Type 1 Survey Launch shall be evaluated on the basis of 8 hrs. x 20 days x 7 months during lean season and 8 hrs. x 15 days x 4 months during flood season for 2 main engines and Auxiliary Engines-I and 4 hrs. x 30 days x 11 months for Auxiliary Engine-II. excluding 1 month laid up period for annual repairs per year and by taking the cost of running repair & maintenance charges and also the consumables & stores for 3 years and considering an escalation of 10% per annum in the operation cost.
4. Overall tender evaluation shall be based on the total of manning and operation cost.

Signature.....

(Name).....

Price Schedule (B)**RATE FOR CONTRACT MANAGEMENT (i.e MANNING, OPERATION & MAINTENANCE) OF SURVEY LAUNCHES OF IWAI**Stretch – **Pandu – Sadiya of National Waterway No.-2.**

Vessels comprising of 3 nos. Survey Launches (S.L. Barak,S.L. Lohit & S.L. Subansiri)

(PRICE BID)**I. Manning Charges**

Sl. No.	Category of Personnel	No. of Persons Required	Estimated Cost	Bidders Price Per person per month
			Remuneration to be paid per person per month + Contractor's profit & overheads (in Rs.)	(in Rs.)
(1)	(2)	(3)	(4)	(5)
1.	Category-II	6	12,600	
2.	Category-III	9	7,560	

Note:

- i) Category-II includes Master 2nd Class-3 nos., Driver 1st Class-3 nos. Category-III includes Greaser-3 nos., Laskar-3 nos., Cook-3 nos.
- ii) Service Charge @ 12.5% to be reimbursed as per actuals.

II. Running Charges for Engine Including all Expenses:

Sl. No.	Name of Vessel	Name of Engine	Rate per hr. (Rs.)
1.	Survey Launch Type 2 (3 Nos.) Barak, Lohit, Subansiri.	Main Engine (P), 165 HP	
		Main Engine (P), 165 HP	
		Auxiliary Engine-I, 30 HP	
		Auxiliary Engine-II, 20 HP	

III. Running repair & maintenance charge L.S. Rs.-----per month/30 = Rs.----- per day

IV. Consumable & stores L.S. Rs. ----- per month/30 = Rs.----- per day

TOTAL = Rs.----- per day

Conditions:

1. Please refer to appropriate clauses pertaining to specifications of vessels and terms and conditions of contract
2. The tender for manning shall be evaluated by computing for 36 months and considering an escalation of 5% per annum.
3. Tender for operation and maintenance in respect of Type-2 Survey Launches shall be evaluated on the basis of 8 hrs. x 20 days x 7 months during lean season and 8hrs. x 15 days x 4 months during flood season for 2 main engine and Auxiliary Engine-I and 4 hrs. x 30 days x 11 months for Auxiliary Engine-II excluding 1 month laid up period for annual repair per year and by taking the cost of running repair & maintenance charges and also the consumables & stores for 3 years and considering an escalation of 10% per annum in the operation cost.
4. Overall tender evaluation shall be based on the total of manning and operation cost.

Signature.....

(Name).....

AGREEMENT FORM
(For Contract Management of Survey Launches)

AGREEMENT BETWEEN
INLAND WATERWAYS AUTHORITY OF INDIA
AND
CONTRACTOR

This agreement made on this day of Two thousand eleven between Inland Waterways Authority of India, A – 13, Sector – 1, Noida 201 301, U.P. (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and Contractor which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office on the other part.

WHEREAS IWAI is desirous of giving (names of vessels to be filled with reference to schedule) initially for a period of three years and extendable on yearly basis upto a total maximum of five years in the stretch of National Waterway No.2 for deploying the same effectively for survey/ dredging of National Waterway.

WHEREAS THE CONTRACTOR has agreed to undertake on contract management basis the work of effectively deploying survey launches and provide required manpower for manning, operation and maintenance of IWAI Survey Launches on terms and conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

- A. (a) The contractor shall undertake on contract management basis the work of deploying survey launches which includes manning, operation and maintenance of IWAI vessels initially for a period of three years which may be extended on yearly basis upto a maximum period of five years. The competent and experienced personnel will be engaged by the contractor on the vessels.
- (b) The contractor shall be responsible for remuneration, medical benefits, insurance, traveling expenses and other statutory dues towards the men engaged by him for the above work.
- (c) IWAI shall pay monthly bills within 15 days of presenting the same by the Contractor based on vessel logbook, deployment/attendance of their manpower during previous month, duly signed by the supervising official of IWAI.

- (d) Accommodation for the personnel deployed on the vessels is provided on board the vessels which are also to be managed by the contactor.
- (e) Normal working hours shall be 8 hrs. per day for 6 days a week. The manpower supplied shall be having closed holidays (Sunday and Gazetted) and other leave as admissible.
- (f) The contractor shall provide the personnel with working uniforms, safety accessories like boots, helmets, bedding and winter clothing etc., and IWAI shall not be liable to supply any such items except statutory LSA/FFA on board the vessels.
- (g) The contractor shall indemnify IWAI against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
- (h) The personnel shall be deployed under overall control of the Contractor who shall report to the Engineer in charge or his representative.
- (i) The contractor shall remove any person if he is found unsuitable by the Director/Supervisor of work and replace him with a suitable substitute within 10 days of written intimation in that regard by the Director.
- (j) Engagement on IWAI vessels shall not confer any right on any individual for regular employment in IWAI or preference in employment in IWAI or for his continuation in subsequent years. An agreement to the effect that the individual will not claim for absorption or regular employment will have to be entered into by the individual with the contractor before he is considered for engagement. A copy of the said agreement should be made available to IWAI while selecting and engaging such person.
- (k) For categories of personnel requiring competency certificates issued by appropriate authority the certificate shall be provided in original to the selection committee for each personnel offered by the Contractor.
- (l) No advance payment shall be admissible. Running account bill shall be payable monthly on submission of the bill by the contractor duly certified by the site in-charge. Payment shall be made by the respective regional Director of National Waterways. However, for any period of unauthorized absence from duty, the amount shall be proportionately reduced (based on 30 days a month).
- (m) IWAI reserve the right to terminate the contract of contract management of the vessels any time before expiry of one year by issue of one month's written 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 or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by IWAI due to such foreclosure of the contract by the contractor will be recovered from the performance security deposit and from any balance amount payable to the contractor from this contract or any other contract.

(n) Any loss incurred by IWAI due to the damage to the vessels which is solely attributable to the negligence of the contractor's personnel or causes which are under the control of the contractor will be recovered from the payment due to the contractor.

B. **Remuneration:** As per work order

C. **Arbitration:** As per tender Clause

D. Details of Correspondence and documents being part of this agreement.

a)

b)

In WITNESS whereof the IWAI has causedon its behalf to hereunto set his hand and the Contractor has hereunto set his hand and the Company has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

1)

2)

.....

And this deed was duly executed by Shri.....for the Contractor above named in the presence of

Witnesses of Contractor

1)

Contractor

**Qualification and Experience Required by the Personnel to be Engaged
for each Category of Post**

Sl.No	Name of the Post	Educational and other Qualification and Experience Required
1.	Supervisor	<p>(i) Degree in Marine/Mechanical Engineering /Naval Architecture.</p> <p>(ii) Diploma in Marine/Mechanical/Electrical Engineering/Naval Architecture with one year experience</p> <p>Desirable:</p> <p>Experience in the operation, repair and maintenance of vessels/dredgers or Marine machineries.</p>
2.	Dredger Master	<p>Degree Master Certificate grade holder of AIDC training of M/s DCI</p> <p align="center">OR</p> <p>1st Class Driver having passed higher secondary Exam with 8 years experience in operation of dredgers .</p> <p align="center">OR</p> <p>Petty Officer from Indian Navy having 5 years experience on dredgers</p> <p align="center">OR</p> <p>SR..II certificate holders with a minimum of 1year experience in handing dredger in addition to 6 years of hydraulic surveying.</p>
3.	Dredger Control Operator	<p>Essential:</p> <p>(i) Petty Officer from Indian Navy having one year experience in the Grade</p> <p align="center">OR</p> <p>Diploma in Mechanical/Electrical Engg. with experience of one year in operation of machinery</p>

		<p>OR</p> <p>Matriculation with minimum 10 years experience as Tube Operator or dredgers</p> <p>OR</p> <p>Driver 1st Class with 5 years experience in the Grade</p> <p>(ii) should know swimming.</p> <p>Desirable</p> <p>Experience in running and operation of Cutter Dredger</p>
4.	Pipeline Assistant	<p>Essential</p> <p>(i) Secondary school certificate or equivalent</p> <p>(ii) ITI Trade in Fitting/ Automobile Diesel Mechanic or equivalent</p> <p>(iii) Should know swimming</p> <p>Experience:</p> <p>Minimum 2 years in concerned trade in any reputed organization/shipyards.</p>
5.	Driver 2 nd Class	<p>Essential:</p> <p>(i) Certificate of Competency as Driver 2nd Class</p> <p>(ii) Should know swimming</p>
6.	Master 3 rd Class	<p>Essential:</p> <p>(i) Certificate of Competency as Driver 1st Class</p> <p>(ii) Should know swimming</p>
7.	Driver 1 st Class	<p>Essential:</p> <p>(i) Certificate of Competency as Driver 1st Class</p> <p>(ii) Should know swimming</p>
8	Master 2 nd Class	<p>Essential:</p> <p>(i) Certificate of Competency as Master 2nd Class</p> <p>(ii) Should know swimming</p>

9.	Seacunny	<p>Essential:</p> <p>(i) IWT trained or ex-Naval personnel or trained in Merchant Shipping (Decksides) or inland vessels with minimum 4 years' experience as Lascar.</p> <p>(ii) Should know reading and writing atleast in one language</p> <p>(iii) Should know swimming</p>
10	Greaser	<p>Essential:</p> <p>(i) Training from any state IWT Directorate/Maritime Board, controlled training Institute or NINI or Ex-Naval personnel or trained in Merchant Shipping (Engine Side) or in Inland vessels with minimum 4 years.</p> <p>(ii) Should know reading and writing at least in one language</p> <p>(iii) Should know swimming</p>
11.	Lascar	<p>Essential:</p> <p>(i) Training from any state IWT Directorate/Maritime Board, controlled training Institute or NINI or Ex-Naval personnel or trained in Merchant Shipping (Engine Side) or in Inland vessels with minimum 4 years.</p> <p>(ii) Should know reading and writing at least in one language</p> <p>(iii) Should know swimming</p>
12.	Cook	<p>Essential:</p> <p>(i) must have a minimum experience of 2 years in cooking Indian Style dishes (vegetarian and non-vegetarian</p> <p>(ii) should know swimming</p> <p>Desirable: Experience on board inland/sea going vessels</p>