

REQUEST FOR QUOTATIONS FOR FOOD & CATERING SERVICE AT ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY OFFICE AND AT ANY OTHER LOCATION WITHIN GUWAHATI AS ADVISED BY AIWTD SOCIETY

RFQ NO: AIWTDS/214/2019/316

To

Dear Sirs,

Sub : REQUEST FOR QUOTATIONS FOR FOOD & CATERING SERVICE AT ASSAM INLAND WATER TRANSPORT PROJECT.

1. You are invited to submit your most competitive quotation for the following activities:-

Brief Description of the services	Earnest Money Deposit (Rs.)	Period of Engagement
SUPPLY OF FOOD & CATERING SERVICE AT ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY OFFICE AND AT ANY OTHER LOCATION WITHIN GUWAHATI AS ADVISED BY AIWTD SOCIETY	10,000.00	1 year

2. Government of India has applied for financing from the World Bank equivalent to US\$ 88 Million towards the cost of the Assam Inland Water Transport (AIWTP) Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this request for quotations is issued.
3. The AIWT Project in Assam state is being implemented by Assam Inland Water Transport Development Society (AIWTDS), which is an autonomous society registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following:
 - i. Instructions to Quotationers (in two sections).
 - ii. Terms of Reference and Scope of Service
 - iii. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by 1400 hrs (IST) on 27th July'2020.
6. Quotations will be opened in the presence of Quotationers or their representatives who choose to attend at 1530 hrs (IST) on 27th July'2020 in the office of AIWTDS.

7. We look forward to receiving your quotations and thank you for your interest in this project.

Pabitra Ram Khaund
Additional State Project Director, AIWTDS
Ulubari, Guwahati-781007
E-mail Id: dir.iwtds-as@gov.in
Website: www.aiwtdsociety.in

Instructions to Quotationers

SECTION - A

1. Type of services

The Assam Inland Water Transport Development Society (AIWTDS) (Employer) invites quotations for the services as mentioned in the table given below

Brief Description of the services	Earnest Money Deposit (Rs.)	Period of Engagement
SUPPLY OF FOOD & CATERING SERVICE AT ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY OFFICE AND AT ANY OTHER LOCATION WITHIN GUWAHATI AS ADVISED BY AIWTD SOCIETY	10,000.00	1 year

The successful Quotationer will be expected to complete the services as specified in Section C: Terms of Reference, Clause 3– Scope of Service

1.1. The main scope of the service is to provide Food & Catering service at Assam Inland Water Transport Development Society office and at any other location within Guwahati as advised by AIWTD Society.

1.1.1. The contractor shall provide Food of various categories & Catering service as and when ask by AIWTD Society.

1.1.2. The contractor shall ensure supply of food items & services of personal/ staff on the scheduled days for the catering service.

1.1.3. The bill of the same shall be submitted after supply of food items and/or services.

2. **Qualification of the Quotationer:** The Quotationer shall provide qualification information which shall include:

2.1. Bids of those Bidders who have not submitted the requisite EMD shall not be considered for evaluation.

2.2. The bidders must fulfill the minimum Qualifying Criteria:

a) Average Annual Financial turnover during the last 3 years, ending 31st March 2019, should be at least INR 10 Lakhs.

[For that documentary evidence Audited Balance Sheet and Profit & Loss account) is to be submitted].

b) Satisfactory completed in last five years at least 03(Three) nos. service contract (Food & Catering service)

Bidder is required to submit relevant document (LOA/ Work order/ Contract Agreement/ Completion certificate) in support of the same.

c) The Bidder may be a proprietary firm/ Partnership or Company registered under Companies Act, 1956, who posses the required licenses, registrations etc., as per law, valid at least for 06 months from on the date of the opening of tender.

d) The bidder should have own commercial kitchen and complaint with Food Safety and Standards Act, 2006 of the state of Assam.

23. Bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN), Trade License and valid FSSAI certificate issued by competent authority.
 24. Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Bidders will submit duly attested requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.
 25. AIWTDS reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.
3. Tender document can be viewed and downloaded from AIWTDS website <https://www.aiwtdsociety.in/>, <https://iwtdirectorate.assam.gov.in>.
 4. The Bidders are required to submit hard copies of their bids at the office of Assam Inland Water Transport Development Society, 3rd floor, Directorate of Inland Water Transport, Assam, Ulubari, Guwahati –781007, Assam, India on or before 1400 hours (IST) on 27th July 2020, either by registered post/speed post/courier or by hand.
 5. Bidder shall submit along with the bids, the requisite Earnest Money Deposit (EMD) for an amount of Rs. 10,000.00 /- (Rupees Ten Thousand only). EMD may be deposited either in the form of a Bank Guarantee or Fixed Deposit pledged in favour of “Assam Inland Water Transport Development Society”, payable at “Guwahati”, valid for a period not less than 120 days beyond the due date of submission of the tender. Failure to do so may prevent a tender from being considered.
 6. The contract shall be for the whole of the services as mentioned in the Terms of reference.
 7. All duties, taxes, charges and other levies payable by the Quotationer under the contract shall be included in the total price.
 8. The rates quoted by the Quotationer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 9. The rates should be quoted in Indian Rupees only.
- 10. Submission of Quotations**
- a) The Quotationer is advised to visit the office location at his own expense and obtain all information that may be necessary for preparing the quotation.
 - b) Each Quotationer shall submit only one quotation.
 - c) The quotation submitted by the Quotationer shall comprise the following:
 - i. Quotation in the format given in **Section B**.
 - ii. Signed Terms of Reference given in **Section C**; and
 - iii. Qualification information form given in Section B duly completed.
 - iv. Attested copy of valid Trade License, Valid GST registration, Audited Balance sheet for last three financial years and valid certificate issued by Food Safety Standards Authority of India (FSSAI).
 - v. Contact details of Contractor with valid PAN card.

The Quotationer shall seal the quotation in an envelope addressed to the Additional State Project Director, Assam Inland Water Transport Development Society, DIWT

Office, Ulubari, Guwahati (Purchaser). The envelope will also bear the following identification:

- Quotation for Supply of Food & Catering service on outsource basis at Assam Inland Water Transport Development Society and at any other location within Guwahati as advised by AIWTD Society.
- Do not open before 27th July'2020.

Quotations must be received in the office of the AIWTDS (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

Any quotation received by the AIWTDS (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the Quotationer.

11. Validity of Quotation

Quotation shall remain valid for a period not less than 120 days after the deadline date specified for submission.

12. Opening of Quotations

Quotations will be opened in the presence of Quotationers or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

13. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to Quotationers or any other persons not officially concerned with the process until the award to the successful Quotationer is announced. Quantity in the Quotation (Appendix 1) is taken for evaluation purpose only.

14. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 2 above;
- (b) are properly signed ;and
- (c) Conform to the terms of reference, without deviations.

15. Award of contract

The Employer will award the contract to the Quotationer whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract. The Quotationer whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

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SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**

QUALIFICATION INFORMATION

1 For Individual Quotationers

1.1 Principal place of business: _____

1.2 Total value of Supply of Food & Catering service on outsource basis Performed in the last three years (in Rs. Lakhs)

20 _____

20 _____

20 _____

Service performed as Supply of Food & Catering service on outsource basis (in the same name) on service of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of service</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of Work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of compl e-tion</u>	<u>Remarks explaining reasons for delay and service completed</u>

Existing commitments and on-going services:

Description of service	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of Completion	Value of services* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Employer concerned.

Proposed subcontracts and firms involved.

Sections of the services	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar service
*	*	*	*
*	*	*	*
*	*	*	*
	*	*	

Information on litigation history in which the Quotationer is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

QUOTATION (Appendix 1)

Description of the services: Supply of Food & Catering service on outsource basis at Assam Inland Water Transport Development Society and at any other location within Guwahati as advised by AIWTD Society.

To : Additional State Project Director, AIWTD Society
 Subject : Supply of Food & Catering service at Assam Inland Water Transport Development Society office and at any other location within Guwahati as advised by AIWTD Society
 Reference : Letter no.....dated.....from.....

Sir,

We offer to execute the Supply of Food & Catering service for the project as described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith for a total Contract Price of

Sl. No.	Snacks	Quantity (for evaluation purpose only)	Rate per plate/unit inclusive of applicable taxes
01	Puri – 4 Nos (120 gms) with Aloo Kurma (150gms)	1 pax	
02	Plain Dosa(100gms.)with Sambhar (100ML.)	1 pax	
03	Urid Vada (2 Nos. (150gms)) with Sambar (100 ml), Chutney 30gms	1 pax	
04	Utappam with Chutney (200gms+50gms)	1 pax	
05	Idly – 2 Nos. (150 gms.) with Sambar (100ml)and Chutney(30gms)	1 pax	
06	Poha/Upma/Sheera (200gms)	1 pax	
07	Misal with 2 breads (Pav) 200 gms with onion and lemon	1 pax	
08	Pav Bhaji with butter, 2 piece pav, bhaji 200 gm , onion and lemon (50 gms)	1 pax	
09	Single Omlet with 2 Bread slice	1 pax	
10	Double Omlet with 4 bread slice.	1 pax	
11	Veg. Grilled Sandwich 4 pieces	1 pax	
12	Butter and Bread toast – 2 No.	1 pax	
13	Veg Sandwich with sauce – 4 pieces	1 pax	
14	Aloo Paratha 1 No. – 150 gms	1 pax	
15	Gobhi Paratha 2 No. – 150 gms	1 pax	
16	Masala Dosa with sambar and Chutney	1 pax	
17	Veg. Noodles (200 gms) with sauce (50 gms)	1 pax	
18	Chicken Noodles (200 gms) with sauce (50 gms)	1 pax	
19	Veg. Momos 5 No. (150 gms) with chutney (50 gms)	1 pax	
20	Chicken Momos 5 No. (150 gms) with chutney (50 gms)	1 pax	
21	Dhokla- 1 pieces 30 (Grms	1 pax	

A: Total of snacks in Rs.:.....

Sl. No.	Lunch/ Dinner	Quantity (for evaluation purpose only)	Rate per plate inclusive of applicable taxes
01	Veg Menu: Jeera rice/Masala Rice/Veg Pulav (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms),), Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Paneer Butter Masala/ Kadai Paneer/Chilly Paneer/Shahi Paneer 120gms , Papad, ,Salad, Pickle, Sweet(100gms), curds (75 gms), sweet dish, moong halva(150 gms)/ Gajar Halva (100 gms) .	1 pax	
02	Non Veg Menu 1: Jeera rice/Masala Rice/Veg Pulav (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms),), Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Chilly Chicken/ Chicken Butter Masala/ Chicken Kasa/ Kadai Chicken/Chicken Manchurian (200 gms), Papad, ,Salad, Pickle, curds (75 gms), sweet dish, moong halva (150 gms)/ Gajar Halva (100 gms) .	1 pax	
03	Non Veg Menu 2: Jeera rice/Masala Rice/Veg Pulav (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms),), Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Mutton Rogan Josh/ Mutton Do Pyaza/ Mutton Kasa/Mutton Curry (200 gms), Papad, ,Salad, Pickle, curds (75 gms), sweet dish, moong halva (150 gms)/ Gajar Halva (100 gms) .	1 pax	
04	Non Veg Menu 3: Jeera rice/Masala Rice/Veg Pulav (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms),), Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Eggs Curry with two eggs (200 gms), Papad, ,Salad, Pickle, curds (75 gms), sweet dish, moong halva(150 gms)/ Gajar Halva (100 gms) .	1 pax	

B: Total of lunch/dinner in Rs.:.....

Sl. No.	HIGH TEA	Quantity (for evaluation purpose only)	Rate per plate inclusive of applicable taxes
01	Veg: a) Pakoda (Paneer/Veg) 1 Plate (150 Grm.) b) Paneer Cutlet 1Plate 2pieces with sauce/chutney150Grms,	1 pax	

	Or Veg club sandwich c) Special Veg Roll (Paneer) with extra Mayonnaise - 1 pieces (150Grms.), d) Plain Kaju/Fried Kaju- 50 (Grms). e) Sweets (Malai Sam Sam/ Boil cake/ Kalakan- 1 pieces 30 (Grms)		
02	Non- Veg: a) Pakoda Chicken-1 Plate (150 Grm) b) Chicken Cutlet 1Plate 2pieces with sauce/chutney150Grms Or Chicken club sandwich c) Special Chicken Roll- (150Grms.)with extra Mayonnaise - 1 pieces (150Grms.) d) Plain Kaju/Fried Kaju- 50 (Grms). e) Sweets (Malai Sam Sam/ Boil cake/ Kalakan- 1 pieces 30 (Grms)	1 pax	

C: Total of high tea in Rs.:.....

Sl. No.	Beverages/Deserts	Quantity (for evaluation purpose only)	Rate per plate/unit inclusive of applicable taxes
01	Tea 100ml (with and without sugar option) Green tea /Special tea	1 pax	
02	Coffee-100ml (with and without sugar option)	1 pax	
03	Lemon Tea/black tea (with or without lemon)	1 pax	
04	Butter Milk (200 ml)	1 pax	
05	Milk with Bournvita/Horlicks	1 pax	
06	Soft Drinks	1 pax	
07	Fruit Juice – 200 ml (Tetra Pack)	1 pax	
08	Ice Cream	1 pax	
09	Fruit Salad, Russian Salad, assorted salad	1 pax	

D: Total of beverages/deserts in Rs.:.....

Total amount in words (A+B+C+D) (inclusive of tax):

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with the competitors.

We hereby confirm that this quotation is valid for 120 days as required in Clause 11 of the Instructions to Quotationers.

We have not been debarred/removed from approved lists/(dealings suspended) by the Central/State Governments or by the World Bank.

We will engage.....service personnel for everyPax of foods ordered by

AIWTD Society. No service personnel shall be engaged if the order quantity is less than.....Pax.

(Fill up the numbers, failing to which Quotation shall not be considered for evaluation)

Yours faithfully,

Authorized Signature : Date: _____

** Name & Title of Signatory : _____

Name of Quotationer : _____

Address : _____

** To be filled in by the Quotationer, together with his particulars and date of submission at the bottom of this Form.

SECTION - C

Terms of Reference

Supply of Food & Catering service at Assam Inland Water Transport Development Society Office

1. Introduction

- 1.1 The Directorate of Inland Water Transport, Government of Assam (DIWTA) established in 1958 and part of the Assam Transport Department is currently responsible for developing, maintaining and regulating IWT services in the state. It also operates and maintains many of the passenger transport services, ferry terminals and navigation aids on both Brahmaputra and Barak Rivers.
- 1.2 With an objective of transforming the quality of inland water transport services and integrating high quality passenger, cargo and vehicle ferry services into Assam's wider transport network, the Government of India has applied for financing from the World Bank toward the cost of the Assam Inland Water Transport Project (AIWTP). DIWTA has constituted Assam Inland Water Transport Development Society (AIWTDS) and has been implementing Assam Inland Water Transport (AIWT) Project with World Bank's Assistance.

2. **Objective:** AIWTDS now invites quotations from various eligible Food & Catering service supply firms to provide Food & Catering service to AIWTDS. The following list of indicative Food & Catering service is mentioned for the bidders to understand the requirement of the service.

List of Food & Catering service requirement

Sl. No.	Snacks
01	Puri – 4 Nos (120 gms) with Aloo Kurma (150gms)
02	Plain Dosa(100gms.)with Sambhar (100ML.)
03	Urid Vada (2 Nos. (150gms)) with Sambar (100 ml), Chutney 30gms
04	Utappam with Chutney (200gms+50gms)
05	Idly – 2 Nos. (150 gms.) with Sambar (100ml)and Chutney(30gms)
06	Poha/Upma/Sheera (200gms)
07	Misal with 2 breads (Pav) 200 gms with onion and lemon
08	Pav Bhaji with butter, 2 piece pav, bhaji 200 gm , onion and lemon (50 gms)
09	Single Omlet with 2 Bread slice
10	Double Omlet with 4 bread slice.
11	Veg. Grilled Sandwich 4 pieces
12	Butter and Bread toast – 2 No.
13	Veg Sandwich with sauce – 4 pieces
14	Aloo Paratha 1 No. – 150 gms
15	Gobhi Paratha 2 No. – 150 gms
16	Masala Dosa with sambar and Chutney
17	Veg. Noodles (200 gms) with sauce (50 gms)
18	Chicken Noodles (200 gms) with sauce (50 gms)
19	Veg. Momos 5 No. (150 gms) with chutney (50 gms)

20	Chicken Momos 5 No. (150 gms) with chutney (50 gms)
21	Dhokla- 1 pieces 30 (Grms)

Sl. No.	Lunch/ Dinner
01	Veg Menu: Jeera rice/Masala Rice/Veg Pulav (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms),), Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Paneer Butter Masala/ Kadai Paneer/Chilly Paneer/Shahi Paneer 120gms , Papad, ,Salad, Pickle, Sweet(100gms), curds (75 gms), sweet dish, moong halva(150 gms)/ Gajar Halva (100 gms) .
02	Non Veg Menu 1: Jeera rice/Masala Rice/Veg Pulav (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms),), Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Chilly Chicken/ Chicken Butter Masala/ Chicken Kasa/ Kadai Chicken/Chicken Manchurian (200 gms), Papad, ,Salad, Pickle, curds (75 gms), sweet dish, moong halva (150 gms)/ Gajar Halva (100 gms) .
03	Non Veg Menu 2: Jeera rice/Masala Rice/Veg Pulav (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms),), Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Mutton Rogan Josh/ Mutton Do Pyaza/ Mutton Kasa/Mutton Curry (200 gms), Papad, ,Salad, Pickle, curds (75 gms), sweet dish, moong halva (150 gms)/ Gajar Halva (100 gms) .
04	Non Veg Menu 3: Jeera rice/Masala Rice/Veg Pulav (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms),), Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Eggs Curry with two eggs (200 gms), Papad, ,Salad, Pickle, curds (75 gms), sweet dish, moong halva(150 gms)/ Gajar Halva (100 gms) .

Sl. No.	HIGH TEA
01	Veg: a) Pakoda (Paneer/Veg) 1 Plate (150 Grm.) b) Paneer Cutlet 1Plate 2pieces with sauce/chutney150Grms, Or Veg club sandwich c) Special Veg Roll (Paneer) with extra Mayonnaise - 1 pieces (150Grms.), d) Plain Kaju/Fried Kaju- 50 (Grms). e) Sweets (Malai Sam Sam/ Boil cake/ Kalakan- 1 pieces 30 (Grms)
02	Non- Veg: a) Pakoda Chicken-1 Plate (150 Grm) b) Chicken Cutlet 1Plate 2pieces with sauce/chutney150Grms Or Chicken club sandwich c) Special Chicken Roll- (150Grms.)with extra Mayonnaise - 1 pieces (150Grms.) d) Plain Kaju/Fried Kaju- 50 (Grms). e) Sweets (Malai Sam Sam/ Boil cake/ Kalakan- 1 pieces 30 (Grms)
Sl. No.	Beverages/Deserts
01	Tea 100ml (with and without sugar option) Green tea /Special tea
02	Coffee-100ml (with and without sugar option)
03	Lemon Tea/black tea (with or without lemon)
04	Butter Milk (200 ml)
05	Milk with Bournvita/Horlicks

06	Soft Drinks
07	Fruit Juice – 200 ml (Tetra Pack)
08	Ice Cream
09	Fruit Salad, Russian Salad, assorted salad

3. Scope of Service

The following scope of service of contract shall be read in conjunction with the corresponding relevant provisions made in the Clause No. 5 – Terms & Conditions.

- 3.1.1 The contractor is required to supply Food of various categories & Catering service to **Assam Inland Water Transport Development Society office** as and when asked by AIWTD Society.
- 3.1.2 The contractor shall ensure services of personal/ staff for the catering service.
- 3.1.3 The bidder should have own commercial kitchen and complaint with Food Safety and Standards Act, 2006 of the state of Assam.
- 3.1.4 The bill of the same shall be submitted after supply food items and/or related service.
- 3.1.5 **Place of delivery:** AIWTD Society office, 3rd Floor, Director of Inland Water Transport, Ulubari Guwahati-781007 and at any other location within Guwahati as advised by AIWTD Society.

4. Contract Period:

- 4.1 The Contract shall be valid for a period of One (01) year from the date of commencement of the service. The Contractor shall be ready for commence the service within 10 days from the date of issue of Letter of Award and signing of Contract Agreement. If the Contractor commits default in the commencement of service within 10 days of issue of LOA, the AIWTD Society shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Earnest Money /Performance Security.

5. Prices and Taxes & Duties:

- 5.1 Prices shall be firm and inclusive of all cost of labour and all applicable taxes & duties.
- 5.2 All taxes & duties mentioned in the Price Bid as per clause 5.1 above shall be paid/ reimbursed against proper invoice as per rules/documentary evidence and restricted to the total amount of Taxes & Duties mentioned in Price Bid.

6. Contractor's Responsibility:

- 6.1 Contractor shall ensure quantity & quality of Food & Catering service.
- 6.2 The Contractor will be responsible for the good conduct of his Catering service. In case of any misconduct or misbehavior of his employees' suitable action shall be taken as per the directions of AIWTD Society.
- 6.3 The Contractor is encouraged, to the extent practicable and reasonable, to employ Food & Catering service with appropriate qualifications and experience from the region of the project.
The AIWTD Society or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor there is any complaint against the food supplied or catering service.
- 6.4 Every employee so engaged by the contractor at AIWTD or at any other location within Guwahati shall wear neat & tidy uniform, shoes, socks and gloves while on duty. AIWTD

will not reimburse the cost of the above mention uniform.

6.5 The contractor shall provide the necessary Crockery, Glassware, Cutlery etc., when serving for snacks, High Tea, Lunch & Dinner unless asked to provided by AIWTDS in a Packaged form.

7.0 CONTRACTOR'S SUPERVISION:

The Contractor shall appoint at his own expense adequate number of supervisors with sufficient experience to supervise the services. Directions/instructions given by the AIWTD Society or his authorized representative to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

7.1 REMOVAL OF CONTRACTOR'S MEN:

The Contractor shall employ for the execution of the services only such persons as are experienced in their respective trades and the AIWTD Society or his authorized representative shall be at liberty to object to and require the Contractor to remove from the service any persons employed by the Contractor on the execution of the service who, in the opinion of the AIWTD Society or his authorized representative misconducts himself or is incompetent or negligent in the proper performance of his duties. The Contractor shall forth-with comply with such requisition and such person shall not be again employed upon the service without permission of the AIWTD Society. Any person so removed shall be replaced immediately.

8.0FORCEMAJEURE:

8.1 The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the AIWTD Society, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

8.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions as under:

i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the service or any part thereof or to any material or article at site but not incorporated in the service or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause 8.2 (i) above, the following provisions shall also have effect:

The Contractor shall, as may be directed in writing by the AIWTD Society or his authorized representative proceed with the service under and in accordance with the Contract.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

Section – D

DRAFT CONTRACT FOR SERVICES

**LUMP-SUM PAYMENTS
(IBRD/IDA FINANCED)**

CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *Assam Inland Water Transport Development Society (AIWTDS)* (“the Client”) having its principal place of business at *Third Floor - DIWT Office, Ulubari, Guwahati*, and *[insert firm’s name]* (“the contractor”) having its principal office located at *[insert Contractor’s complete postal address¹]*.

WHEREAS, the Client wishes to have the *contractor* perform the services hereinafter referred to, and WHEREAS, the contractor is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services	<p>(i) The Contractor shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).</p> <p>(ii) The Contractor shall submit to the Client the reports/documents in the form and within the time periods specified in Annex B, “Contractor’s Reporting Obligations.”</p>						
2. Term	The Contractor shall perform the Services during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i> , or any other period as may be subsequently agreed by the parties in writing.						
3. Payment	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the Client shall pay the Contractor an amount not to exceed <i>[insert amount]</i>. This amount has been established based on the understanding that it includes all of the Contractor's costs and profits as well as any tax obligation that may be imposed on the Contractor.</p> <p>B. <u>Schedule of Payments</u></p> <p>The schedule of payments is specified below:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Sl</th> <th>Activity</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Supply of food items and / or related service.</td> <td>After supply of food items and /or related service.</td> </tr> </tbody> </table> <p>C. <u>Payment Conditions</u></p> <p>Payment shall be made in Indian Rupees (<i>INR</i>), no later than 30 days following acceptance of bills by client and submission of invoices by the contractor to the Authorized representative designated in paragraph 4.</p>	Sl	Activity	Payment	1.	Supply of food items and / or related service.	After supply of food items and /or related service.
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	<p>In case of disputed bill(s) for which payment has been withheld, AIWTD Society will intimate the Contractor in writing the details of such disputed bill(s). The Contractor shall submit in writing the clarifications / modifications in regard to these disputed bill(s) to AIWTD Society. After receipt of such clarifications / modifications and acceptance thereof by the AIWTD Society payment on receipt of such disputed bill(s) shall be released within 30 days thereafter.</p> <p>Statutory taxes like Income Tax, Work Contract Tax etc. as applicable in the State shall be deducted from payment.</p> <p>Payments shall be made to contractor's bank account <i>[insert banking details]</i></p>
<p>4. Project Administration</p>	<p>A. <u>Authorised Representative.</u></p> <p>The Client designates Mr./Ms. <i>[insert name]</i> as Client's authorized representative; the authorized representative will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.</p> <p>B. <u>Reports.</u></p> <p>The reports listed in Annex B, "Contractor's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.</p>
<p>5. Performance Standards</p> <p>6. Inspections and Auditing</p>	<p>The Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.</p> <p>The Contractor shall permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.</p>
<p>7. Confidentiality</p>	<p>The Contractors shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.</p>
<p>8. Contractor Not to be Engaged in Certain Activities</p>	<p>The Contractor agrees that, after its termination, the Contractors and any entity affiliated with the Contractor, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Services for the preparation or implementation of the Project. During the term of this Contract, shall be disqualified from providing goods or works (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to</p>

	the Services for the preparation or implementation of the Project.
9. Insurance	The Contractor will be responsible for taking out any appropriate insurance coverage.
10. Assignment	The Contractor shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. Law Governing Contract and Language	The Contract shall be governed by the laws of Republic of India, and the language of the Contract shall be English.
12. Dispute Resolution¹	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
13. Corrupt and Fraudulent Practices	The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Procurement Guidelines. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or contractors and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
14. Termination	<p>The Client may terminate this Contract with at least ten (10) working days prior written notice to the Contractor after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:</p> <p>(a) If the Contractor does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;</p> <p>(b) If the Contractor becomes insolvent or bankrupt;</p> <p>(c) If the Contractor, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</p> <p>(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>

FOR THE CLIENT

Signed by.....

FOR THE FOOD & CATERING SERVICE
CONTRACTOR by

Signed by

Title:.....

Title:.....

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services (Section C)

Annex B: Contractor's Reporting Obligations

Annex C: Quotation (Appendix 1)