

**REQUEST FOR QUOTATIONS FOR SUPPLY OF MANPOWER ON OUTSOURCE BASIS AT ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY**

**RFQ NO: AIWTDS/204/2019/25**

To

---

---

---

---

Dear Sirs,

Sub: REQUEST FOR QUOTATIONS FOR SUPPLY OF MANPOWER ON OUTSOURCE BASIS 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 MANPOWER ON OUTSOURCE BASIS AT ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY	27,000.00	1 year

2. Government of India has obtained financing from the World Bank equivalent to US\$ 110 Million towards the cost of the Assam Inland Water Transport (AIWT) 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:
- Instructions to Quotationers (in two sections).
  - Terms of Reference and Scope of Service
  - 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 4<sup>th</sup> Sept'2020.
6. Quotations will be opened in the presence of Quotationers or their representatives who choose to attend at 15:30 hrs (IST) on 4<sup>th</sup> Sept'2020 in the office of AIWTDS.
7. We look forward to receiving your quotations and thank you for your interest in this project.



*Rahul Ch Das, ACS*  
Deputy State Project Director, AIWTDS  
Ulubari, Guwahati-781007  
E-mail Id: [dir.iwtds-as@gov.in](mailto:dir.iwtds-as@gov.in)  
Website: [www.aiwtdsociety.in](http://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 MANPOWER ON OUTSOURCE BASIS AT ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY	27,000.00	1 year

The successful Quotationer will be expected to complete the services as specified in Section C: Terms of Reference, Clause 4 – Scope of Service

1.1. The main scope of the service is **providing cleaner, peon, liftman, security guard, sweeper and messenger** at Assam Inland Water Transport Development Society.

1.1.1. The contractor shall provide tentatively 19 nos. of Manpower of various categories on all the working days of months. The required manpower quantity may vary during the tenure of the contract.

1.1.2. The contractor shall ensure services of personal/ staff on all the working days of month by providing suitable replacement against the staffs on weekly-off.

1.1.3. The contractor shall maintain attendance register for access and movement control of deployed manpower and data of the same shall be submitted with Monthly Bill.

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 8,50,000.00.

[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 (Manpower deployment)

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

c) The quotationer should have valid labour license issued from Commissioner of Labor, Government of Assam.

2.3. Bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No.

(GSTIN). EPF Registration No. and ESIC Registration No.

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, 3<sup>rd</sup> floor, Directorate of Inland Water Transport, Assam, Ulubari, Guwahati –781007, Assam, India on or before 1400 hours (IST) on 4<sup>th</sup> Sept2020, 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. 27,000.00 /- (Rupees Twenty Seven Thousand). EMD may be submitted in the form of a Fixed Deposit of any Nationalized/ Scheduled Bank pledged in favour of “Assam Inland Water Transport Development Society”, payable at “Guwahati”, valid for a period not less than 80 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 the services as mentioned in the Terms of reference. The required manpower quantity may vary during the tenure of the contract.
7. All duties, taxes (Except GST), charges and other levies payable by the Quotationer as Service Charge under the contract shall be included in the total price.
8. The Service Charge 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 service charge which will remain fixed for the entire contract period is excluding the minimum wages , EPF & ESIC as applicable.
  - d) Minimum wages , EPF & ESIC as applicable shall be added to the service charge for arriving at the total contract price by AIWTD Society.
  - e) Bidders need not add the minimum wages to the service charge while preparing the Quotation.
  - f) GST as applicable shall be extra.

- g) 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. Valid Trade License, Valid GST registration, Audited Balance sheet for last three financial years, ESIC registration no., EPF registration no.
  - 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 Manpower on outsource basis at Assam Inland Water Transport Development Society
- Do not open before 4<sup>th</sup> Sept '2020 at 3:30PM

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 80 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.**

#### **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 ( **all pages of bidder's Quotation Documents, Terms of Reference, Draft Contract**) ;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.

.....

## **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: \_\_\_\_\_

Power of attorney of signatory of Quotation.

*[Attach copy]*

**1.2** Total value of Supply of Manpower on  
outsource basis Performed in the last three  
years (in Rs. Lakhs)

20 \_\_\_\_\_  
20 \_\_\_\_\_  
20 \_\_\_\_\_

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

---

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

---

Existing commitments and on-going services:

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

\* 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
*	*	*	*
	*	*	
*	*	*	*
	*	*	
*	*	*	*
	*	*	

Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

Name, address, and telephone, telex, and fax numbers of the Quotationers' bankers who may provide references if contacted by the Employer.

Information on litigation history in which the Quotationer is involved.

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

## QUOTATION

Description of the services: Supply of Manpower on outsource basis at Assam Inland Water Transport Development Society.

To : Additional State Project Director, AIWTD Society  
Subject : Supply of Manpower on outsource basis at Assam Inland Water Transport Development Society  
Reference : Letter No.....dated.....from.....  
Sir,

We offer to execute the Supply of Manpower on outsource basis for the project as described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith

Sl No.	Manpower Description	Quantity	Service charge per person per month excluding minimum wages , EPF , ESIC contribution as applicable	Total Amount
1	Cleaner	4		
2	Peon	6		
3	Liftman	2		
4	Security guard (unarmed)	3		
5	Sweeper	2		
6	Office Messenger	2		
		<b>19</b>	<b>Total</b>	
			<b>Grand Total</b>	

### **Total amount in words (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 80 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.

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.

**Note to bidders:**

1. The service charge which will remain fixed for the entire contract period . The Service Charge is excluding the minimum wages, EPF & ESIC as applicable.
2. Minimum wages, EPF & ESIC as applicable shall be added to the service charge for arriving at the total contract price by AIWTD Society.
3. Bidders need not add the minimum wages, EPF & ESIC to the service charge while preparing the Quotation.
4. GST as applicable shall be extra.

## **SECTION - C**

### **Terms of Reference**

#### **Supply of Manpower on outsource basis at Assam Inland Water Transport Development Society**

##### **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 approved 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 manpower supply firms to provide manpower service for the office of AIWTDS to carry out the daily routine operation of the office. The following list of indicative manpower is mentioned for the bidders to understand the requirement of the service.

##### **List of Tentative Manpower requirement**

<b>Sl No.</b>	<b>Manpower Description</b>	<b>Type of Manpower</b>	<b>Quantity</b>
1	Cleaner	Unskilled	4
2	Peon	Semi Skilled	6
3	Liftman	Semi skilled	2
4	Security guard(unarmed)	Skilled	3
5	Sweeper	Unskilled	2
6	Office Messenger	Semi Skilled	2
		<b>Total</b>	<b>19</b>

##### **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 The contractor is required to supply manpower for **Assam Inland Water Transport Development Society**.
- 3.2 The contractor shall provide tentatively 19 nos. of staffs of various categories on all the working days of months for the service. The required manpower quantity may vary during the tenure of the contract.
- 3.3 The contractor shall ensure services of personal/ staff on all the working days of month by providing suitable replacement against the staffs on weekly-off.
- 3.4 The working hours of all the personnel/staff deputed by the contractor will be from 09.00 AM to 06.00 PM on all working days with normal breaks.
- 3.5 **Place of duty:** 3<sup>rd</sup> Floor, Director of Inland Water Transport, Ulubari Guwahati-781007

#### **4. Contract Period:**

4

- 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 take over and 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. Service charge and Taxes & Duties:**

5

- 5.1 The service charge which will remain fixed for the entire contract period is excluding the minimum wages applicable, EPF & ESIC as applicable.
- 5.2 Minimum wages, EPF & ESIC as applicable shall be added to the service charge for arriving at the total contract price by AIWTD Society.
- 5.3 Bidders need not add the minimum wages, EPF & ESIC to the service charge while preparing the Quotation.
- 5.4 GST as applicable shall be extra.
- 5.5 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.
- 5.6 The Contractor shall ensure at least to pay minimum wages for different categories of supplied Manpowers as notified by the State Government.
- 5.7 Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Quotation shall be inclusive of all such statutory obligations as applicable.

#### **6. Performance Security:**

6

- 6.1 Within 10 days of receipt of Order, the Contractor shall furnish to the AIWTD Society a performance security in the form of Performance Bank Guarantee or Fix deposit pledged in

favour of “Assam Inland Water Transport Development Society”, from an Indian Nationalized Bank or any Scheduled Bank in India for an amount equal to (5) five percent of the originally awarded contract price by way of guarantee valid till one month beyond the Contract period as mentioned in the Order for the due and faithful performance of the contract along with the other terms and conditions agreed upon.

## **7. Contractor’s Responsibility:**

7

- 7.1 Contractor shall ensure that all the Manpower appointed by him are paid minimum wages as fixed by the State Government in terms of Minimum wages act and other statutory requirements. The Contractor shall ensure that the payment is being made to contract Manpower through bank. The Contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.
- 7.2 The Contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Manpower, payment vouchers, Attendance Register, Leave, and Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the Contractor shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.
- 7.3 The Contractor shall clearly inform the Manpower that working in AIWTDS premises will not entitle them for any job in AIWTDS in future.
- 7.4 The Contractor shall submit and maintain proof for remittance of PF account & other statutory payments made towards the Manpower engaged for the service.
- 7.5 The Contractor will be responsible for the good conduct of his supplied Manpower. In case of any misconduct or misbehavior of his employees’ suitable action shall be taken as per the directions of Officer In-charge.
- 7.6 The Contractor shall also provide the mobile no. / telephone no. of the supplied Manpower.
- 7.7 The Contractor is encouraged, to the extent practicable and reasonable, to employ Manpower with appropriate qualifications and experience from the region of the project.
- 7.8 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for supplied Manpowers employed directly or indirectly on the services. In case, the Contractor fails to make arrangements as aforesaid, the Officer in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 7.9 In the event of any injury, disability or death of any supplied Manpower in or about the service employed by the Contractor, the Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Employee’s Compensation

Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a supplied Manpower 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 Employee's Compensation Act, 1923, for any injury, disability or death of supplied Manpower by any competent court, the said sum or sums shall be deducted by AIWTD Society from any sum then due or that may become due to the Contractor or from his Security Deposit thereof in full or part under the Contract or any other contract with the supplied Manpower towards fulfillment of the said decree, award or orders.

7.10 The Contractor shall furnish to the AIWTD Society, a copy of the License obtained under Contract Labour (Regulation & Abolition) Act, 1970 for employing contract manpower in AIWTDS.

7.11 The Contractor shall advice and obtain any Permit/License required to be obtained under statutory requirement for AIWTD Society to engage the outsource manpower in its office supplied by the Contractor. AIWTD Society shall reimburse to contractor any statutory fees on submission of proper receipt. Any statutory penalty/fine etc. levied by Statutory authority to AIWTD Society for not having such required Permit/License shall be recovered from the contractor.

#### **7.12 COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:**

7.12.1 During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State Government or the local authority. The Contractor shall also comply with the laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights.

The employees of the Contractor in no case shall be treated as the employees of the Principal Employer at any point of time.

7.13 The Contractor shall not employ in connection with the services any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986.

7.14 The Contractor shall have the registration with EPFO and ESIC. Further all the supplied Manpower deployed by Contractors shall be members of Provident Fund and should be given the Universal Account Number (UAN). The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor.

The Contractor shall ensure that the payment is being made to supplied Manpower through bank account transfer.

In addition to above, the Contractor shall also submit the Bank account nos. of the supplied

Manpower in which the salary is deposited by the Contractor. The Contractor as proof shall submit along with other documents, the account statement in respect of salary paid to the supplied Manpower for the month prior to the month in which the Contractor submits Running account bill.

The AIWTD Society or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor fails to produce the proof of payment made by him to the supplied Manpower deployed by him and the statutory compliance.

The Contractor shall in no case withhold the payments due to the supplied Manpower for any reasons whatsoever including that on account of non-clearance of its bill by the AIWTD Society or his authorized representative.

#### **7.14 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.

#### **7.15 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.

#### **8.0 FORCE MAJEURE:**

- 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 postaladdress<sup>1</sup>]*.

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	<div><div>(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”).</div><div>(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.”</div></div>						
2. Term	The Contractor shall perform the Services during the period commencing [insert starting date] and continuing through [insert completion date], or any other period as may be subsequently agreed by the parties in writing.						
3. Payment	<div><div>A. <u>Contract Price</u></div><div>For Services rendered pursuant to Annex A, the Client shall pay the Contractor an amount [insert amount]. 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. The contract price will have basically two components i.e a. Service Charge b. Mimimum Wages apart from applicable taxes &amp; duties and EPF &amp; ESIC as applicable. The service charge which will remain fixed for the entire contract period is excluding the minimum wages applicable. The contract price shall vary depending upon the latest govt notification regarding minimum wages.</div><div>B. <u>Schedule of Payments</u></div><div>The schedule of payments is specified below:</div><table><tr><th>Sl</th><th>Activity</th><th>Payment</th></tr><tr><td>1.</td><td>End of Monthly of service</td><td>Invoice raised as per actual deployment for the Month</td></tr></table></div>	Sl	Activity	Payment	1.	End of Monthly of service	Invoice raised as per actual deployment for the Month
Sl	Activity	Payment					
1.	End of Monthly of service	Invoice raised as per actual deployment for the Month					

	<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> <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 G.S.T, Income Tax, Work Contract Tax etc. as applicable in the State shall be deducted from payment, wherever applicable</p> <p>Payments shall be made to contractor's bank account <i>[insert banking details]</i></p>
<b>4. Project Administration</b>	<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>
<b>5. Performance Standards</b>	The Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
<b>6. Inspections and Auditing</b>	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.
<b>7. Confidentiality</b>	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.
<b>8. Contractor Not to be Engaged in Certain Activities</b>	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 the Services for the preparation or implementation of the Project.
<b>9. Insurance</b>	The Contractor will be responsible for taking out any appropriate insurance coverage.
<b>10. Assignment</b>	The Contractor shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
<b>11. Law Governing Contract and Language</b>	The Contract shall be governed by the laws of Republic of India, and the language of the Contract shall be English.
<b>12. Dispute Resolution<sup>1</sup></b>	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.
<b>13. Corrupt and Fraudulent Practices</b>	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.
<b>14. Termination</b>	<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</p>

	<p>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

FOR THE MANPOWER CONTRACTORby

Signedby\_\_\_\_\_

Signed\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_

## **LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Contractor's Reporting Obligations

Annex C: Letter of Intent/Award

Annex D: Acceptance of Intent/Award

Annex E: Contract Negotiation MOM (if any)

