



## Tender for Husbanding of Indian vessels in Bangladesh and related activities etc. during the period 2012-15



October'2012

भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण  
**Inland Waterways Authority Of India**

( पोत परिवहन, मंत्रालय, भारत सरकार )

(Ministry of Shipping, Government of India)

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## NIT for publication in News Papers



### **INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Govt. of India)

P-78, Garden Reach Road, Kolkata -700 043, West Bengal, India

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### **NOTICE INVITING TENDER**

Sealed tenders are invited from reputed firms for Husbanding of Indian Vessels and related activities etc in Bangladesh during the period 2012-15. Last date for submission of tender is upto 15:00 hrs. on 4.12.2012. Detailed scope of work including terms and conditions may be seen and down loaded from IWAI's website '[www.iwai.nic.in](http://www.iwai.nic.in)'.

Director (Traffic)

## Warranty Form

M/s. \_\_\_\_\_  
having its registered office at \_\_\_\_\_  
(Herein after referred to as the agent) having perused the tender documents, specifications, designs, drawings etc. pertaining to the contract for works required for the work of \_\_\_\_\_ and the local and site conditions and having under taken to execute the said works.

### **DO HEREBY WARRANT THAT**

1. The Successful Bidder is well aware of the terms, conditions, rights and liabilities accruing or arising out of the contract.
2. The Successful Bidder has inspected/ investigated the site and guarantees performance of work in the local conditions prevalent therein.
3. The Successful Bidder is satisfied of completing the work in the given time period as per the contract.
4. The Successful Bidder accepts all risks directly or indirectly involved or which may arise, during the performance of the contract .
5. The Successful Bidder has no connection with other Agents, nor has he colluded with any official of the IWAI nor does he personally know any of the employee working for the IWAI, for execution of the said works according to the terms & conditions of the said contract.
5. The contract is not influenced by any statement or promise of the Authority or Director, IWAI, Kolkata but is only guided by the terms and conditions as laid down in the contract documents.
6. The Successful Bidder is financially solvent.
7. The Successful Bidder is experienced and competent to perform the contract to satisfaction of the Director, IWAI, Kolkata, who will be Engineer-in-charge of the work.
8. The statement submitted by the Successful Bidder is true.
9. The Successful Bidder is familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government in respect of the work, its performance or personnel employed therein

Date :

For and on behalf of the Successful Bidder

Signature \_\_\_\_\_

Name \_\_\_\_\_

Stamp. \_\_\_\_\_

# DEFINITIONS

## 1: DEFINITIONS

In the contract, the following words & expressions shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Agency/Contractor:** means the successful tenderer/ bidder who is awarded the contract to perform the work covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assigns.
- (iv) **IWAI/Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (v) **Owner/Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (vi) **Officer-In-Charge (OIC)** means the officer authorized to direct, supervise and be In-charge of the works for the purpose of this contract.
- (vii) **Officer-in-charge representative** shall mean any officer of the Authority nominated by the Officer-in-charge for checking, supervision, checking bills, ensuring control and other related matters for performance of this contract.
- (viii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- (ix) **Director** means the Director of the Authority.
- (xiv) **Work Order** means a letter from the Inland Waterways Authority of India conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xv) **Day :** means a calendar day beginning and ending at mid-night.
- (xvi) **Week :** means seven consecutive calendar days.
- (xvii) **Month :** means the one Calendar month.
- (xviii) **Vessel :** means the Indian vessel/ craft engaged for transportation of cargo by IWT mode.

- (xix) **Urgent Works:** means any urgent nature which in the opinion of the Officer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the property of IWAI, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Officer-in-Charge may deem expedient.
- (xx) **Work/ works:** means work / works to be executed in accordance with the contract
- (xxi) Tendered value means the value of the entire work as stipulated in the letter of award.
- (xxii) **Protocol :** Protocol means the Protocol signed between India and Bangladesh on Inland Water Transit and Trade for movement and transit of inland vessels through the Protocol route.

## **INTERPRETATIONS**

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

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

## Scope of Work and Terms & Conditions

### 1. Terms of Reference

Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI is carrying out various development and maintenance works on the waterway for improving its navigability. Vide letter no. WTC-15014/2/2001-IWT, dated 29.08.2003, Ministry of Shipping, Government of India in exercise of the power conferred upon it by article 1.1 of the Protocol on Inland Water Transit and Trade has entrusted IWAI to act on behalf of Government of India to implement Protocol functions. Accordingly IWAI has taken over the charge from CIWTC w.e.f 08/09/2003.

IWAI through this tender document invites tender for appointment of agents for husbanding of Indian vessels plying from India to Bangladesh and vice versa for Inter-country trade vessels transiting Bangladesh and handling their import/export cargo for inter-country trade and other related activities etc.

2. The tenderers shall acquaint themselves and shall have all knowledge of the working conditions at the site, of system etc. or any information relating thereto, or part thereof and shall not hold the authority responsible for any consequence arising due to lack of such knowledge. The tenderers shall not be entitled to any charges or claims whatsoever consequent upon the lack of any such information, knowledge or understanding all the consequences of all the actions/ omissions on the part of the tenderer on account of such lack of knowledge shall be at their sole risks, costs and consequences.
3. If the tender is submitted by a proprietorship firm, the same shall be signed by the proprietor and under his signature his full name and full name of his firm with its current business address shall be clearly mentioned.
4. 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 from the firm for signing the tender. In this case a certified copy of power of attorney shall be attached with the application form. The certified copy of the partnership deed and also the current business address of all the partners of the firm is mentioned shall also accompany the tender application form.
5. If the tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized vide Board Resolution for signing the tender. In this case also the certified copy of the power of attorney shall be attached with the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
6. If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility of tendering and

completion of the contract documents and to furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.

7. The tenderer shall furnish with his tender the following:
  - a) Bio data of technical and supervisory team to be deployed for this work ( the Successful Bidder shall note that any change in the team proposed shall be permitted only in case the Authority approves the alternative team proposed by the Successful Bidder). The team leader should have 15 years experience in the matter relating to protocol, Inland navigation and husbanding of vessels in Bangladesh. This should be supported with documentary evidence.
  - b) Relevant information on the capacity; financial resources and experience of the Tenderer.
8.
  - a). A sum of Rs 26,720/- (Rupees twenty six thousand seven hundred twenty only) or 525 \$ shall be deposited as 'Earnest money' along with the tender. The deposit shall be in favour of "Inland Waterways Authority of India, Fund" by way of demand draft drawn from a Bank recognized by Government of Bangladesh, payable at Noida.
  - b). Tenders not accompanied by Earnest Money deposit shall not be accepted and is liable to be rejected. The earnest money shall be forfeited If during the pendency of tender validity period the tenderer withdraws his tender .
  - c). The Earnest Money Deposit shall be refunded to the unsuccessful tenderers within one month after the date of award of the work to the successful tenderer.
  - d). Interest shall not be paid on Earnest Money Deposit.
  - e). In the case of a successful tenderer, the Ernest Money deposited shall be forfeited in case:-
    - i. The tenderer fails to sign the contract on receipt of award of work within the specified time period.
    - or
    - ii. The tenderer fails to furnish the security deposit.
9. The bidders shall give a declaration that they have not been banned, black listed or de-listed by any Government or Public Sector Undertaking in Bangladesh or in India.



10. The tenderer shall be registered in appropriate class with BIWTA / National Board of Revenue/Irrigation Department having minimum experience (no. of years) in Husbanding related works.

## 11. **Bidding Procedure**

11.1 Bids shall be submitted in two sealed cover system (Cover - I : Technical Bid and Cover - II : Financial Bid).

11.2 The following documents/ details shall be submitted along with technical bid in Cover I :

- a) Details of the allied equipment's offered and proposed to be deployed for carrying out the work along with its valid registration certificates in the standard pro-forma as enclosed.
- b) Details of work experience in similar jobs.
- c) Details of manpower/ labour to be deployed
- d) Bank draft for Earnest Money to be deposited.
- e) Income Tax Clearance Certificate for the last 2 years to be filed.
- f) Solvency Certificate minimum of 4 lakh Bangladesh Taka or equivalent to USD.
- g) Bidders to sign on all the sheets of the Tender document.
- h) Audited balance Sheet along with turnover, profit and loss account for the last 2 financial years i.e ending 2010-11, 2011-12.

11.3 In Financial Bid Cover II only Prices as per schedule B to be enclosed and no other special conditions or statement to be made. The tenderer shall quote the rates for various items of work in prescribed schedule. The rates quoted shall be firm and shall be kept valid for consideration for at least 90 days from the date of closing of the tender.

11.4 The Address of tendering firm, Name of tenderer should also be written/ typed clearly on each envelope (both Cover - I & Cover - II).

11.5 Duly filled and signed Technical Bid (Cover-I) subscribed as No-I **“Technical Bid for Husbanding of Indian Vessels in Bangladesh and related activities etc.”** and Financial Bid (Cover - II) and No-II **“Financial Bid for Husbanding of Indian Vessels in Bangladesh and related activities etc.”** respectively with closing date & time and addressed to :

**The Director (Traffic)  
Inland Waterways Authority of India,  
Ministry of Shipping, Govt. of India  
A-13, Sector-1, Noida – 201301 (U.P)**

shall be placed in a single sealed envelope.

11.6 The envelope may be sent by registered post, delivered by hand or by courier shall reach before closing time. Tenders received after closing time and date will not be accepted/ entertained.

11.7 Tender papers must be filled completely in all respects and shall be free from any ambiguity and shall contain all requisite information.

**12. Last date and time for submission and opening**

The duly filled up tender documents should reach the above mentioned address by 1500 hrs. on 04.12.2012. The tender shall be opened at 1530 hrs. on 04.12.2012 in presence of authorized representatives of IWAI and the tenderers who would like to be present at the time of opening.

13. IWAI reserves the right to split the contract into one or more parties depending upon suitability and work requirement.

**14. Security deposit for performance**

The successful bidder shall enter into an agreement with IWAI and shall furnish security deposit of \_\_\_\_\_ by way of Demand Draft drawn in favour of Inland Waterways Authority of India, Fund, payable at Noida or as stated in the Work order.

The security deposit less any amount due shall, on demand, be returned to the Successful Bidder provided the Director, IWAI, Kolkata is satisfied that there is no demand outstanding against the Agent.

“The successful bidder shall be required to deposit 5% of the quoted value of the work order as performance guarantee in the form of demand draft payable at any nationalized/schedule Bank within 15 days of the issue of the work order.

Further, a sum equal to 10% of the gross amount quoted shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit.”

15. The language in which the contract documents shall be in English.

16. The Successful Bidder shall commence the work within 10 days from the issue of Letter of Award and proceed with the same expeditiously and without delay as

may be expressly sanctioned or ordered by Director, IWAI, Kolkata. If the contractor commits default in commencement of work as aforesaid, the Director, IWAI, Kolkata shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money.

17. All instructions and orders in respect of the work shall be given by the Director, IWAI, Kolkata in writing. However, any verbal instructions or order shall be confirmed in writing immediately and only such written instructions shall be deemed to be valid.
18. The Successful Bidder shall at his own expenses provide / arrange all materials required for the bonafide use of work under the contract, as also for initial mobilization, preliminary, enabling and ancillary works .
19. The Successful Bidder shall not claim any amount on account of escalation cost clause in case of hike in material/ labour.
20. The works are generally required to be executed during the office hours of working days, however, in an event of extreme emergency the Successful Bidder shall initiate necessary preliminary steps to ensure safety of life, property or works and thereafter immediately advise the Director, IWAI, Kolkata.
21. If any person employed by the Successful Bidder is not an Indian then the Successful Bidder has to ensure that such person possesses necessary special permit as required from 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 person the Successful Bidder shall be held responsible for such lapse & authority shall not be liable in any event.
22. **Force majeure**
  - 22.1 In the event of any Riots (other than among the Agent's employees), Civil Commotion (to the extent non insurable), war (whether declared or not), invasion, act of foreign enemies, hostilation, 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 Agent's negligence and other such causes over which the Successful Bidder has no control , such an event shall be viewed as Force majeure. In this event if 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 allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and

ending thereof giving full particulars and satisfactory evidence in support of such cause. The decision of the Director, IWAI, Kolkata shall be final in deciding whether such an event is a Force majeure or not.

22.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

22.3 If any of the Force Majeure conditions exists in the places of operation of the bidder even at the time of submission of the bid, he shall categorically specify the same in his bid and state whether they have been taken into consideration in their quotations.

23 The Successful Bidder shall indemnify and keep the Authority indemnified against all losses and claims arising out of death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

24 The Successful Bidder shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Director, IWAI, Kolkata. In case, the Successful Bidder fails to comply with the provisions of the safety, the Director, IWAI, Kolkata shall be entitled to make necessary arrangements at the risk and cost of the Agent. This will, however, not absolve the Successful Bidder of his overall responsibility to execute the works under the contract.

25 The successful Bidder shall give a representation that the successful bidder as on the date of submission and signing of the tender document is not under any legal disability or is restrained by any Court order nor is in agreement with any party whereby he cannot enter into this agreement with the IWAI.

26 The terms of operational guidelines

27 The site engineer appointed by the IWAI shall supervise the work at site in consonance with the engineer of the successful bidder.

28 **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 Authority shall give notice in writing to that effect to the Successful Bidder and the Successful Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

29 **Reallotment of the contract In an event when the contract is terminated and a part of the contract is left incomplete. The successful bidder shall indemnify IWAI of any cost and consequences which may arise upon any reallocation of the such incomplete work or any cost and consequences incidental thereto.**

30 **Termination of contract on death**

If the Successful Bidder is an individual or a proprietary concern and the individual or the proprietor dies, or if the Successful Bidder is a partnership concern and one of the partners dies, then, unless the IWAI is satisfied that the legal representatives of the individual Successful Bidder 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 IWAI shall be entitled to terminate such incomplete Contract to the extent of its incomplete part without the Authority being in anyway liable for paying any compensation whatsoever on any account to the estate of the deceased Successful Bidder and/or to the surviving partners of the Agent's firm on account of termination of the Contract. The decision of the IWAI that the legal representatives of the deceased Successful Bidder or the surviving partners of the Agent's firm are incapable of carrying out the incomplete 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 Successful Bidder and/or the surviving partners of the Agent's firm liable for damages for not completing the contract. Provided that the power of the IWAI 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.

31 **Liquidated damages**

If the successful bidder fails to complete the work contract within the time period as stipulated in the aforesaid tender or any extended period (not due to the fault of the Agent) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½ % per week on the total value of the work subject to 10 % of total value of work shall be charged.

32 Interim bills shall be submitted by the Successful Bidder quarterly. Payment on this account for amount admissible shall be disbursed by the Director, IWAI, Kolkata certifying the sum to which the Successful Bidder is considered entitled by way of interim payment for the work executed.

33 Any tax/duty/ charge levied /TDS as applicable and notified from time to time shall be deducted from the payment/advances made against the contract.

34 **Contract matters to be treated as confidential**

All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the Successful Bidder and he shall not divulge or allow access to them by any unauthorized person. The Successful Bidder shall take necessary steps to ensure that all persons employed for any work in connection with this contract does not work against the interest of Indian Government.

35 **Arbitration**

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 Successful Bidder and the Authority in relation to or in connection with contract shall be referred for arbitration to the Sole arbitrator appointed by Chairperson of IWAI and the decision of the arbitration panel shall be final and binding on both the parties. The Arbitration proceedings shall be as per the Arbitration and Conciliation Act, 1996 laws of India.

36 The Sole Arbitrator as well as the cost of Arbitration proceeding shall be borne by either party. The venue of Arbitration shall be as decided by the Arbitrator.

37 The Court at Delhi shall have exclusive jurisdiction to try and decide any dispute.

38 **Scope of work**

The successful bidder will act as an Agent of the Authority in Bangladesh towards booking of cargo and attending all matters pertaining to husbanding of vessels of the Authority and other related activities etc. as and when required at different Inland ports in Bangladesh and will look after all inter-country/transit/transshipment vessels for which the Successful Bidder ought to maintain cordial relations with BIWTA, Customs, Bankers, Inland Port Authorities, Police and other Government Agencies in Bangladesh.

39. The agency commission covers expenses on Customs clearance, Supervision of Loading and unloading, transshipment arranging jetties/moorings/shore godowns, watch and ward arrangements, Towage, if any, Telephone, cable, Telex and Fax Bills.

40. Port charges, if any leviable on cargo shall be borne by the consignor/consignee, as the case may be, Port dues, conservancy charges, way bill, Customs MOT, any individual expenses, Rent or any other expenses on the vessels payable under the Laws and Rules of Bangladesh shall be paid by the Authority direct to the Authority concerned on receipt of bills through the agent.
41. The agency commission will, however, not include Port dues, Conservancy, Toll, indemnified Taxes, Pilotage fees, Berthing Charges leviable on the vessels, Draft survey of vessels. Payment of Immigration/Migration expenses, Bunkering, Repair of vessels, Marine stores and provision, Medical facilities to crews, Crews wages, Court & Police cases connected with the vessels and their crew members and Import / Export dues on vessels and any other statutory dues other than those mentioned at 36 above, leviable by the Government on the vessels, will be made separately.
42. The Successful Bidder shall arrange for prompt remittance of surplus fund on request of the Authority, within a period not exceeding 30 (Thirty) days. Likewise the IWAI shall normally within 60 (Sixty) days
43. Manual loading / unloading of goods shall be billed at an average rate of 200 (two hundred) tones a day under normal working condition.
44. In the event of any urgent repair work or any other emergency necessitating urgent attention towards the safety and security of the vessels, cargo and personnel, the Successful Bidder shall act promptly and incur such expenditure as deemed necessary without prior reference to the Authority but in consultation with the vessel's Master / Driver subject to the condition that the amount exceeding Taka 10,000/- (Taka ten thousand only) shall require prior sanction from the Authority.
45. The Successful Bidder shall look after the interest of the vessels and their crew members; render assistance in matters of receipt and delivery of goods; arrange necessary supplies of victuals and fuel; medical assistance to crew members; secure payment and obtain delivery of moneys and securities receivable on account of the vessels and defend the vessel's interest in all matters.
46. The Successful Bidder shall arrange for salvage, towage and repairs of the vessels and conduct survey when called upon to do so & he shall keep the authority accordingly informed of these from time to time.
47. The Successful Bidder shall at all times abide by the orders and instructions as given by the authority from time to time regarding employment of the Authority's vessel (s) and all other ancillary matters related to the said vessel(s) and shall, if instructed to do so, cancel, postpone or advance any arrangements made or proposed to be made by the Authority.

48. The Successful Bidder shall promptly notify the Authority about matters which are likely to give rise to insurance claims or any other legal proceedings / claims against the vessels or the Authority and thereby take appropriate steps deemed expedient to protect the interests of the Authority. In the event of any claim the Successful Bidder shall complete all formalities and enquiries and forward the case to the Authority with its recommendation. The payment shall be made by the Authority on the merit of each case. The Successful Bidder is also required to keep the Authority informed of the conditions of the machinery of the vessels as also about any matter when any vessel is subjected to forfeiture, confiscation or any other penalties which may be imposed by the Government or Statutory Authority of Bangladesh.
49. The Successful Bidder shall collect cash on account of under charges and maintain Book of accounts in the form and manner prescribed by the Authority including maintenance of separate records relating to the maintenance and operation of the vessels and periodical statements or voyage account as the Authority may require from time to time. The Successful Bidder should deposit all daily cash collection on account of under-charges, demurrage etc. in the Authority's Bank Account within 24 (Twenty four) hours of collection of the same.
50. Upon representation of monthly accounts of each vessel, the Authority shall normally arrange payment within 60 (Sixty) days on receipt of the same. The Authority through its officers shall be entitled to inspect the books and records to be maintained by the Successful Bidder as per instruction of the Authority.
51. The Successful Bidder shall not enter into any contract for freight or otherwise at any price higher or lower than that fixed by the Authority from time to time and shall not allow any commission or discount without prior written approval of the Authority.
52. The Successful Bidder shall perform all allied jobs (including specific or general/normal services) for vessels of the Authority engaged in transit trade through Bangladesh as and when called upon to do so on such terms & conditions as may be mutually agreed upon.
53. The Authority or the Successful Bidder may terminate the contract by serving three months written notice for such termination.
54. The expiration or termination of agency for any reason, shall be without prejudice to the rights of the Authority or the Agent, and shall not relieve the Successful Bidder of any of his obligation and guarantee hereunder. Immediately after such expiration/ termination the Successful Bidder shall complete its obligation of completing/ delivering the work/. The Authority, in its turn, shall arrange for the payment of all pending bills / bills raised by the Successful Bidder in connection with aforesaid actions.



55. The Successful Bidder shall provide services for the vessels of other agencies plying in IWT mode and going to Bangladesh on payment basis if desired by the agent.
56. The Successful Bidder should obtain copies of River Notices, appraising IWAI about the progress of dredging in protocol routes, if any & of any other work assigned to the Successful Bidder from time to time by IWAI on mutually agreed terms and rates.
57. The Successful Bidder should coordinate with NBR for smooth passage of vessel going to NW-2 through Bangladesh and also to Karimganj/ Badarpur.
58. Upon completion of work order the Successful Bidder shall inform IWAI of such completion and the IWAI shall be the sole authority to determine the successful completion of the work and thereafter shall issue a completion certificate.
59. The IWAI may retain any payments due or the completion certificate till its satisfied that the work is successfully completed.
60. The contract will be initially for a period of 3 years and extendable on yearly basis upto a maximum of 2 years.

# Annexures

## ANNEXURE - 1

### QUESTIONNAIRE

#### DETAILED INFORMATION ON AGENT'S EXPERIENCE AND FINANCIAL CAPABILITY

1. NAME OF THE FIRM
  
2. FULL ADDRESS WITH PIN CODE  
TELEPHONE NO., FAX NO.,  
EMAIL, AND GRAM
  
3. LEGAL STATUS, WHETHER  
INDIVIDUAL, PROPRIETARY OR  
PARTNERSHIP FIRM OR  
INCORPORATED BODY ETC.  
ALONG WITH DOCUMENTARY PROOF
  
4. REGISTRATION STATUS WITH  
CENTRAL/STATE GOVERNMENT ETC.  
ALONG WITH DOCUMENTARY PROOF
  
5. DETAILS OF MANPOWER, [In Proforma 1 (a)]  
AVAILABLE WITH THE FIRM AND  
THEIR PRESENT DEPLOYMENT
  
6. DETAILS OF SIMILAR WORKS [In Proforma 1 (b)]  
UNDERTAKEN DURING LAST  
FIVE YEARS(DOCUMENTARY PROOF)

7. CURRENT INCOME TAX  
CLEARANCE CERTIFICATE  
(DOCUMENTARY PROOF)
  
2. BANK SOLVENCY CERTIFICATE  
(DOCUMENTARY PROOF ON  
FORMAT ENCLOSED)
  
9. FINANCIAL CAPABILITIES OF FIRM [In Proforma 1 (c)]  
(ENCLOSE ANNUAL REPORT FOR  
LAST FIVE YEARS)
  
10. ANY OTHER RELEVANT  
INFORMATION/DOCUMENT  
PERTAINING TO QUALIFICATION BEING  
SUBMITTED/ENCLOSED BY FIRM

NOTE : IN CASE SPACE PROVIDED IS INADEQUATE THE INFORMATION  
CALLED FOR MAY BE GIVEN ON SEPARATE SHEET.

NAME OF THE AGENT

SIGNATURE WITH  
DATE & SEAL

PROFORMA - 1 (a)

DETAILS OF MAN POWER AVAILABLE WITH THE FIRM  
AND THEIR PRESENT DEPLOYMENT

Sl. No.	Name of Person	Designation	Qualification	Year of Experience	Present Deployment

ANNEXURE – 1.2

PROFORMA - 1 (b)

DETAILS OF SIMILAR WORKS  
UNDERTAKEN DURING LAST 5 YEARS.

Sl. No.	Name & address of Client along with Telephone / fax no.	Name of work & Period	Location	Contract value	Whether certificate from client is enclosed

PROFORMA - 1 (c)

FINANCIAL CAPABILITIES OF THE FIRM

Sl. No.	Year	Turnover	Profit/Loss	Tax Paid	Reserve

Note : Enclose audited financial reports for the respective years.

# **Agreement format**

## **AGREEMENT FORMAT**

This agreement made on \_\_\_\_\_ day \_\_\_\_\_ year \_\_\_\_\_ between the Inland Waterways Authority of India (hereinafter called 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/s. \_\_\_\_\_ (hereinafter called the 'AGENT' which expression, shall unless excluded by repugnant, to the context, be deemed to include heir, successors in office) on the other part.

WHEREAS THE IWAI desirous for \_\_\_\_\_.

WHEREAS the Successful Bidder has offered to execute and complete such works and whereas IWAI has accepted the tender of the Successful Bidder and WHEREAS the Successful Bidder has furnished Rs. or equivalent \$ \_\_\_\_\_ as Security for due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS.

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of contract herein after referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- i) Notice Inviting Tenders
- ii) Annexure
  - a) Annexure 1
  - b) Performa 1(a) to 1(d)

The contract agreement has been completed by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, Agent's offer, minutes of meetings and correspondence between the party ended vide letter no. \_\_\_\_\_ may be referred to by either party. These documents shall take precedence over the compiled documents.

The Successful Bidder hereby covenant with the IWAI to provide services in conformity in all respect with the provisions of the agreement initially for a period of 3 years and extendable on yearly basis upto a maximum of 2 years.

The IWAI hereby covenant to pay the Successful Bidder in consideration of such provision of services, the contract price at the time and in the manner prescribed by the contract.

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

For and on behalf of

For and on behalf of

(Inland Waterways Authority  
of India)

Agent

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name & Designation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name & Designation

Stamp

Stamp

Witness

1. Signature \_\_\_\_\_

2. Name & Designation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness

1. Signature \_\_\_\_\_

2. Name & Designation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**(Shall be submitted in separate sealed cover)**

**SCHEDULE 'B'**

**BILL OF QUANTITIES**

**Name of work:-**      Husbanding for Indian Vessels at Bangladesh during 2012-15

<b>Sl. #</b>	<b>Description</b>	<b>Unit</b>	<b>Rate in BDTk</b>	<b>Quantity</b>	<b>Amount</b>
1	Husbanding of cargo carrying vessels employed in cargo transportation in <b><u>Inter-country</u></b>				
i)	Commission for coordination & clearance and including obtaining and forwarding of River Notices, dredging progress & any other assigned works from BIWTA/ Customs / NBR and other agencies.				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			
ii)	Commission for arranging Supervision of loading / unloading of cargo				
a	Unloading in Bangladesh	no.			-
b	Loading in Bangladesh	no.			
iii)	Commission for arranging Jetties/ Moorings/ Shore godowns / Towage/ Cargo/ Repair of vessels/ Salvaging activities (Rate shall be for each operation)				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			
iv)	Commission for arranging watch & ward / fuel & logistics / medical assistance / survey of vessels. (Rate shall be for each operation)				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			
v)	Commission for assistance in Insurance/Legal matters.				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			
2	Husbanding of cargo carrying vessels employed in cargo transportation in <b><u>Transit cargo operation</u></b>				
i)	Commission for coordination & Clearance and including obtaining and forwarding of River Notices, dredging progress & any other assigned works from				

	BIWTA/ Customs / NBR and other agencies.				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			
ii)	Commission for arranging Supervision of loading / unloading of cargo				
a	Unloading in Bangladesh	no.			
b	Loading in Bangladesh	no.			
iii)	Commission for arranging Jetties/ Moorings/ Shore godowns / Towage/ Cargo/ Repair of vessels/ Salvaging activities (Rate shall be for each operation)				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			
iv)	Commission for arranging watch & ward / fuel & logistics / medical assistance / survey of vessels. (Rate shall be for each operation)				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			
iv)	Commission for assistance in Insurance/Legal matters.				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			
v)	Commission for assist in vessel to vessel and vessel to truck or vise versa related transshipment operations.				
a	Per voyage of Flotilla of One Tug and Two Barges	no.			
b	Per voyage of Self Propelled Carrier	no.			

The above rates shall include communication/fax /e-mail and other establishment charges. No other separate charges will be paid for the same.

**T o t a l = Rs or US \$ \_\_\_\_\_**

(Rupees or US Dollars \_\_\_\_\_ only)

**Signature of agent**