



TENDER

FOR

BARE BOAT CHARTERING OF ONE (1) NUMBER OF INLAND CARGO
VESSEL OF IWAI

Tender No. IWAI/Cargo/151/BBC/2021-22

INLAND WATERWAYS AUTHORITY OF INDIA

Sept. 2022

DISCLAIMER

1. This tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this tender document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statement contained in this tender document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this tender document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.

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5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
 6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the tender document / amended Tender document will be made available on the e-procurement portal & website of IWAI.

TABLE OF CONTENTS

DISCLAIMER	2
SECTION - I: NOTICE INVITING E-TENDER	6
SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)	9
SECTION - III: BID DATA SHEET	24
SECTION – IV: TECHNICAL BID STANDARD FORMS	27
FORM 4A: LETTER OF BID	28
FORM 4B: AVERAGE ANNUAL TURNOVER IN LAST THREE YEARS.....	30
FORM 4C: POWER OF ATTORNEY	31
FORM 4D: DECLARATION BY THE BIDDER	33
FORM 4E: BIDDER INFORMATION SHEET	34
FORM 4F: FORMAT FOR PRE-BID QUERIES BY BIDDERS	35
FORM 4G: STATEMENT OF LEGAL CAPACITY.....	36
FORM 4H: POWER OF ATTORNEY FOR LEAD MEMBER OF JV / CONSORTIUM	37
FORM 4I: JOINT BIDDING AGREEMENT	39
SECTION – V: FINANCIAL BIDS STANDARD FORMS	45
FORM FIN – 1: FINANCIAL BID SUBMISSION FORM	46
FORM FIN – 2: SUMMARY OF COSTS.....	47
SECTION –VI: TERMS OF REFERENCE (ToR)	48
1. Background.....	49
2. Detailed Scope of Work for the Assignment.....	49
Manpower	52
Master –.....	52
1 st Class	52
Master – 2 nd Class.....	52
Licensed Driver	52
Driver – 1 st Class	52
Seacunny.....	52
Greaser	52

Lascar	52
Cook	52
Vessels	52
MV AAI	52
SECTION - VII: CONDITIONS OF CONTRACT.....	54
SECTION - VIII: ANNEXES	69
ANNEX - I INTEGRITY AGREEMENT	70
ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	76
ANNEX - III: AGREEMENT FORM	79
ANNEX - IV: DETAILS OF BANK ACCOUNT.....	82
ANNEX-V: BANK CERTIFICATION	83
ANNEX-VI: LETTER OF ACCEPTANCE OF TENDER DOCUMENT	84
ANNEX – VII: RUNNING REPAIR AND MAINTENANCE SCHEDULE	85
ANNEX - VIII: LOG SHEET FOR REGULAR MAINTENANCE	89
ANNEX - IX: FORMAT OF BANK GUARANTEE FORM FOR COUNTER SECURITY.....	98
ANNEX-X: INSTRUCTIONS FOR ONLINE BID SUBMISSION	101

SECTION - I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Government of India)

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

Tel (0120) 2543931

Email: akbansal@iwai.gov.in

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

1. Introduction

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from reputed & eligible firms in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for **“Bare Boat chartering of one (1) number of inland cargo vessel of IWAI”**.

2. Critical Data Sheet

- (a) Interested parties may download the tender document online from the site <https://eprocure.gov.in/eprocure/appand> or IWAI's website [“www.iwai.nic.in”](http://www.iwai.nic.in) and pay INR 2,950/- (Rupees Two Thousand nine Hundred fifty only) including 18% GST as the cost of tender document / tender fee deposited to IWAI fund through RTGS / NEFT. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the Tender Fee / cost of Tender document, on submission of documents to the extent as per the Government of India notifications in this regard.
- (b) Some important dates for this tender process are as follows:

(i)	Document download start date	27.09.2022
(ii)	Bid Submission Start Date	06.10.2022
(iii)	Bid Submission Last Date	11.10.2022
(iv)	Technical Bid Opening date	12.10.2022
(v)	Financial Bid Opening date	To be intimated later

3. Brief Scope of the Work

In brief, the scope of work for the appointed Charterer / Contractor shall be bare boat chartering of one (1) number of inland cargo vessels of IWAI for an initial contract duration of 3 years (36 months) and extendable on yearly basis (12 months) on satisfactory performance for another two years (total period of five years (60 months) The detailed Terms of Reference (ToR) shall be as described in Section - VI of this tender document.

The minimum monthly hire charge per month of the below-mentioned vessel, which are proposed to ply on NW-1 (Haldia-Varanasi), NW-2 (Dhubri-Dibrugarh) including IBP route, NW-16, NW-86 and NW-97 are enlisted as below:

S. No.	Name of Vessel	Proposed Minimum Monthly Hire Charges of bare boat dry charter hire charge per month (excluding GST)
1.	2000 MT Self-Propelled Cargo Vessels “ MV AAI”	INR 8,12,000/-

4. **Method of Selection**

The successful Bidder will be selected, from among that who quotes the highest charter hire charges per month and complies with the procedures described in this Tender Document.

5. **Clarifications**

Clarification / Query, if any, on the Tender Document can be obtained from the following address:

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

Tel. Nos. 0120 - 2543931

Fax No. 0120 – 2544009

E-Mail: akbansal@iwai.gov.in

Website: <http://www.iwai.nic.in>

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

Director (Traffic & Logistics)
IWAI, Noida

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION II: INSTRUCTION TO BIDDERS (ITB)

1. **Background**
 - 1.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Ports, Shipping and Waterways, Government of India (GoI). IWAI was setup in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NWs) in the country. Presently, there are 111 NWs in the country.
 - 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environmentally friendly mode of transport. When developed for use by modern inland vessels operating on dependable fairway, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.
2. **Introduction**
 - 2.1 The Employer will select a firm / organization (the "Charterer / Contractor") in accordance with the method of selection specified in clause 15 & clause - 16 under Section – II: ITB.
 - 2.2 The name of the Assignment / Job has been mentioned in Section - III: Bid Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference (ToR).
 - 2.3 The date, time and address for submission of the Bids have been given in Section – III: Bid Data Sheet.
 - 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.
 - 2.5 The Employer is not bound to accept any Bid and reserves the right to cancel the tender at any time prior to award of contract.
3. **Bidder Eligibility Criteria**

The Bidders shall meet the following pre-qualification criteria:

 - 3.1 Bidders should be registered in India under the relevant acts / rules as a company, a partnership firm or a proprietary firm, a Government / Semi-Government / Autonomous Body or JV / Consortium under an existing agreement or with the intent to enter into such agreement supported by a Joint Bidding Agreement. Bidders that are government owned entity in the Employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the Employer.
 - 3.2 The Bidder shall meet the Qualification criteria of Similar Works experience mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV / Consortium, the same shall be supported by a client certificate regarding total contract value along with JV / Consortium Agreement to substantiate claim of share between the JV / Consortium members. In case the work was performed by the Bidder as a sub-contractor, the Bidder shall submit similar completion certificate awarded to it by the main Contractor and countersigned by the Employer / Client of the main Contractor.

- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the similar works. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in clause 3.2 above is mandatory to qualify.
- 3.4 The bidder should maintain an average annual turnover of at least 100 percent of the total value of work for vessel(s), for maximum IT return of three years in last five years to qualify for years ending 31st March of the previous financial year as mentioned in clause 16.1.2 of ITB.
- 3.5 Bidder should not have been debarred / blacklisted during the last three years. However, hiding of the facts or non-compliance by the Bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work with appropriate action as per terms & conditions of Contract, if information relating to debarment or blacklisting is brought to knowledge of the Employer even during the currency of the contract brought forward at a later stage. Declaration in this regard has been incorporated in Form 4A, Section IV.
- 3.6 The similar works experience of parent company / subsidiary / sister company of the Bidder shall not be considered unless the parent company / subsidiary / sister company is part of the JV / Consortium participating in the Bid.
- 3.7 The Bidder shall also indicate the following:
 - 3.7.1 The Bidder shall have adequate resources for successful execution of the works and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for a minimum amount as indicated in Section - III: Bid Data Sheet.
 - 3.7.2 The Bidder must have positive net worth as on 31st March 2022 which shall be duly certified by the Statutory Auditor.
 - 3.7.3 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Pre-Bid Meeting

- 4.1 A Pre-Bid meeting shall be held as per the date and time mentioned in Section III – Bid Data Sheet. Bidders willing to attend the pre-bid meeting should inform the Employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per Bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective Bidder.

During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The prospective Bidders should also ascertain, prior to submission of their bids(s), all necessary information on their own regarding the present condition of the vessels' status of statutory certificates, speed, manpower requirement, fuel consumption, operating cost, etc., from the office of Director, IWAI, P-78, Garden Reach Road, Kolkata-700043. No objection will be entertained at a later stage with regard to above after submission of the bids. Expenditure is to be borne by the concerned prospective Bidder on account of their site visit.

5. Clarifications & Addendum

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days / dates indicated in Section - III: Bid Data Sheet before the Bid submission last date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Bid Data Sheet. No request for the clarification shall be entertained if such request is received by the Employer after the deadline for submitting clarifications. The Bidders may put forth their clarifications / queries in the format prescribed in Form 4F, Section IV.
- 5.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment, which would be published on the website of IWAI and e-procurement portal.
- 5.3 At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be made available on <https://eprocure.gov.in/eprocure/appand> & on IWAI's website "www.iwai.nic.in". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification, which is posted on the above website from time to time. The Bidders shall acknowledge receipt of all amendments. To give reasonable time to the Bidders to consider an amendment, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. Declaration on the issue has been built-up in Form 4D, Section IV.

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

- 6.1 **Earnest Money Deposit (EMD)**
- 6.1.1 The firms registered with Micro and Small Enterprises (MSEs) are exempted from submission of Bid Security.
- 6.1.2 All Bidders shall furnish EMD of the amount as mentioned in Section III: Bid Data Sheet. In case of a JV / Consortium, the Lead Member shall furnish the EMD. Further, also refer clause 6.9.11 of ITB below.
- 6.1.3 EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS / NEFT in the following account:
- | | | |
|-----|-------------------------------|-------------------------------------|
| (a) | Name of Bank Account: | IWAI FUND |
| (b) | Bank Name and Address: | Punjab National Bank, Sec-18, Noida |
| (c) | Bank Account number: | 3702000100833867 |
| (d) | IFSC: | PUNB0370200 |
- Bids not accompanied by EMD shall be rejected as non-responsive.
- 6.1.4 No interest shall be payable by the Employer on the sum deposited as EMD.
- 6.1.5 The EMD of the successful Bidder would be returned within seven days after receipt of Performance Security.

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- 6.1.6 The EMD of those Bidders whose Financial Bids have been opened but are not selected as "Successful Bidder", would be returned within seven (7) days of issuance of Letter of Acceptance (LoA) to the successful Bidder.
- 6.1.7 The EMD of Bidders who have not qualified for opening of Price Bids in terms of clause 3 & 16 of ITB would be returned within seven days of opening of Price bid.
- 6.1.8 The EMD shall be forfeited by the Employer in the following events:
- (i) If the Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.
 - (ii) If the Bidder tries to influence the evaluation process.
 - (iii) If the highest Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is liable to be forfeited.
 - (iv) In case the Bidder, submits false certificate in terms of any documents in support to this Tender.
 - (v) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of LoA.
 - (vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract
 - (vii) If the Bidder fails to furnish the Performance Bank Guarantee in accordance with Conditions of Contract
 - (viii) In case of a Bidder revoking or withdrawing or varying any terms of the Bid without the consent of the Employer in writing.
 - (ix) In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the Bidder shall not be allowed to participate in the retendering process of the work.

6.2 Cost of Tender Document / Tender Fee

All Bidders are required to pay the cost of Tender Document as mentioned in Section III: Bid Data Sheet, through RTGS / NEFT. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India notifications in this regard. Further, also refer Clause 6.9.12 of ITB below for JV / Consortium. The cost of Tender Document is Non-Refundable.

6.3 Bank Solvency

All Bidders shall submit Bank Solvency certificate from a nationalized / scheduled bank in India for a minimum amount as mentioned in Section - III: Bid Data Sheet. In case of a JV / Consortium, the bank solvency certificate should be in the name of the Lead Member. The bank solvency certificate submitted by the Bidder shall not be older than one (01) year from the Bid Submission Last Date. **In case Bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process.**

6.4 **Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes including GST and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal as per Form Fin – 2. GST shall be charged to the Bidder as input GST credit. All taxes shall be borne by the Bidder.

6.5 **Currency**

Bidders shall express the price of their Assignment / job in **Indian Rupees (INR)**.

6.6 **Language**

The Bid as well as all related correspondences exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this tender document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting document submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.7 **Bid Validity**

Section - III: Bid Data Sheet indicates for how long the Bids submitted by the Bidders must remain valid after the submission date. During this period, Bidders shall ensure that the amount quoted for the chartering in the Financial Bid will remain unchanged. Should the need arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that their Financial Bid will remain unchanged. The Bidders who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 **Number of Bids**

A Bidder can submit one bid only in the form of single entity or in the form of a JV / Consortium.

It is clarified that a Bidder cannot submit bid as a single entity for one vessel and participate by forming a JV / Consortium for another vessel. However, a Bidder can, as a single entity or as a JV / Consortium, participate in multiple vessels. Bidder's participation in multiple vessels shall be substantiated in Section IV: Form 4A.

6.9 **Bids by Joint Venture (JV) / Consortium**

6.9.1 The JV / Consortium can be entered between two or more firms and limited to maximum three firms.

6.9.2 The Lead Member should have highest share of participation in a JV / Consortium.

6.9.3 In case the Bidder is a JV / Consortium of two members, then the minimum share of the 2nd member shall be 25%. In case the Bidder is JV / Consortium of three members, then the minimum share of 2nd and 3rd member shall be 15% each, with total share of all the JV / Consortium members being 100%.

6.9.4 There shall be a Joint Bidding Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution

of the work amongst them (as per the format in Form 4I of Section IV). The Bidder has to submit either of the following:

- 6.9.4.1 A copy of the existing Joint Venture Agreement (if any) in accordance with requirements mentioned in this Tender Document

OR

- 6.9.4.2 A documentary proof of "intent of forming JV / Consortium as per Joint Bidding Agreement (as per the format in Form 4I of Section IV)" on non-judicial stamp paper of INR 100 at the time of submission of bid.

The Joint Bidding Agreement to enter into a JV / Consortium agreement should contain at least the following:

- Name of the JV / Consortium independent from the name of JV / Consortium Partners
- Name of the Lead Partner
- Clearly mentioned percentage share of JV / Consortium members adhering to Clause 6.9.3 mentioned above.
- All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

- 6.9.4.3 It may be noted that in the event, the JV / Consortium is declared the selected Bidder and awarded the Project, the members of JV / Consortium shall jointly incorporate a separate Company and register the same under the provisions of Companies Act, 2013. The Contract Agreement shall be signed by the separate Company incorporated to execute this Project.

- 6.9.5 Lead partner's authorization shall be evidenced by submitting a Power of Attorney (PoA), duly notarized, signed by the legally authorized signatories of all the partners / members of JV / Consortium.

- 6.9.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the JV / Consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the Lead Partner.

- 6.9.7 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining JV / Consortium. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Lead Partner, defined as such in the communication approving the qualification, defaults, it shall be construed as default of the Contractor and the Employer will take action under the Conditions of Contract.

- 6.9.8 Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub-clause 6.9.7 above, all the partners of the JV/ Consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and / or for satisfactory completion of the Works.

- 6.9.9 The bid submitted shall contain all relevant information for each member of JV / Consortium as per the requirement stipulated under clause 10.1 of ITB.
- 6.9.10 Lead member should have stake in the JV / Consortium as stipulated in Clause 6.9.3 above and it should clarify the proposed responsibilities as per the format given in Section IV: Form 4I. However, the JV / Consortium members together shall meet the overall qualification criteria stipulated in Clause 16.1 of ITB.
- 6.9.11 In case of a JV / Consortium, for availing the benefits of MSME, all the participating JV Members must be registered under MSME acts & relevant provisions and the proof of the same shall be submitted along with Bid to the extent as per the Government of India notifications in this regard.
- 6.9.12 In case of award of work to a JV / Consortium, all the members of the JV / Consortium shall sign the contract agreement.
- 6.10 **Schedule Service**
- The bidder should acknowledge the cost of undertaking Schedule-Service twice in every twelve (12) month in the sectors as per the provisions mentioned in the Clause 11 of Section-VII.

7. Conflict of Interest

- 7.1 Employer requires that selected Bidder (the "Contractor") provides professional, objective, and impartial advice and at all times holds the Employer's interests' paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- (a) **Conflicting Relationships:** A Contractor (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment / job (ii) the selection process for such assignment / job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 7.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment.
- 7.4 No agency or current employees of the Employer shall work as Contractors under their own ministries, departments or agencies. The contract is liable for cancellation if either the Contractor himself or any of his employees or representatives are found to be persons/person who have held class I post under IWAI immediately before retirement and has within one (1) year of such retirement accepted without obtaining the previous permission of IWAI, or the Chairman as the case may be, and employment as Contractor, or in connection with the execution of the public works, or as an employee of such Contractor.

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- 8. Acknowledgement by Bidders** It shall be deemed that by submitting the Proposal, the Bidder has:
- 8.1 Made a complete and careful examination of this Tender;
 - 8.2 Received all relevant information from the Employer;
 - 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
 - 8.4 Updated itself about any amendments / clarifications that have been posted on the website and e-procurement portal in terms of Clause 5.2 & 5.3 above;
 - 8.5 Acknowledged that it does not have a Conflict of Interest; and
 - 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.
- 9. Guidelines for e-submission of the Bids** 9.1 The Bids should be submitted online through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app> as per Annex - X under Section-VIII.
- 10. Submission of Bids**
- (i) The Hard Copy of original Power of Attorney (PoA) and Bid-Security Declaration and payment instruments in respect of Tender Fee, must be delivered to the office of Tender Inviting Authority (authorized representative) of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.
 - (ii) Online Bids submitted without hard copies of original PoA and payment instruments in respect of Tender Fee and EMD shall automatically become ineligible and shall not be considered for opening of bids.
 - (iii) In case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence in support of the claim must be delivered to the office of the Tender Inviting Authority (authorized representative) of IWAI as mentioned in Section III: Bid Data Sheet, on or before Bid Closing Date & Time.
 - (iv) The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.
- The scanned copy of the Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:
- 10.1 Cover – I: Technical Bid**
- 10.1.1 Part – I**
- (a) Proof of Tender Fee as specified in Section – III: Bid Data sheet or claim of exemption with supporting documents
 - (b) Proof of “EMD” as specified in Section – II Clause – 6.1 or claim of exemption with supporting documents
 - (c) Proof of Bank Solvency for the minimum amount as specified in Section – III: Bid Data Sheet
 - (d) Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex – VI in Section VIII
 - (e) Letter of Bid (Section IV: Form - 4A)
 - (f) Signed declaration by the Bidder (Section IV: Form – 4D)

- (g) Statement of Legal Capacity by the Bidder (Section IV: Form – 4G)
- (h) PoA for the authorized person of the Bidder as per Section IV: Form – 4C. This form shall be accompanied by copy of Company identity card or general identity card (Passport / Driving license / Voter's ID etc.) of the authorized representative.
- (i) PoA for Lead Member of the JV / Consortium as per Section IV: Form 4H
- (j) Joint Bidding Agreement as per Section IV: Form 4I
- (k) Bidder Information Sheet as per Section IV: Form 4E
- (l) Composition / Ownership / Shareholding pattern of the organization
- (m) Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / Memorandum of Association of the Company
- (n) Registration / Incorporation certificate of the Company
- (o) Integrity Agreement in format given at Annex – I in Section VIII
- (p) Original tender document with response to clarification / queries and all addenda & corrigenda issued till last date of bid submission duly stamped and signed by the authorized signatory of the bidder

Note: If the Bid 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, or by a partner holding the PoA for the firm for signing the Tender in which case a certified copy of the Power of Attorney shall accompany the Tender as per Form 4D: Section IV. A certified copy of the Partnership Deed and current business address of all the partners of the firm shall also accompany the Bid.

10.1.2 **Part – II**

- (a) Annual Report / Audited Balance Sheets, for the last five (5) financial years ending 31st March of the previous financial year
- (b) GST Registration certificate
- (c) Income-Tax Return (ITR) filed by the Company for the last five financial years.
- (d) PAN card of the Company
- (e) Section IV: Form – 4B for Average Annual Turnover duly certified by the Statutory Auditor
- (f) Net Worth certificate duly certified by the Statutory Auditor
- (g) Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex - IV & V in Section VIII

10.1.3 **Part – III**

Complete Company Profile including the following details:

- (a) Background of the organization
- (b) Bidders submitting offer for more than one vessel will have to give the list of order of priority of vessel to be taken for chartering
- (c) Client completion certificates on client letter head for similar works experience executed by the Bidder in the last three (3) years. The submitted certificates shall comply with the conditions laid in clause - 3 of ITB (Bidder Eligibility Criteria) and clause 16.1 of ITB.

-
- (d) Market / operational plan proposed for the vessel to be taken on bare boat lease basis with mention of possible origin – destination (O-D) pair(s)
- (e) List of Litigation History
- It may be noted that the Technical Bid shall not contain any reference to the fee.**
- All the submissions enumerated under Part I, II & III shall be submitted by all the JV / Consortium Members separately wherever applicable.**
- 10.2 **Cover - II: Financial Bid**
- Financial Bid in excel format (BoQ_XXXXX) provided along with this Tender as per Form Fin – 2 under Section-V shall be used for quoting prices / offer for the vessel.
- (i) This Price Bid shall not contain any terms and conditions whatsoever.
- (ii) While working out the fees, following points should be noted:
- (a) All duties, taxes including GST, royalties and other levies payable by the Bidder for executing the Contract, shall be included in the Price Bid. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment other than that defined in Clause-2.3 under Section VI: Terms of Reference.** Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount by the Bidder.
- (b) The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).
- 10.3 The total duration of chartering shall be as specified in Section – III: Bid Data Sheet.
11. **Extension of Bid Submission Date** 11.1 The Employer may extend the date of submission of bids by issuing an addendum / corrigendum and uploading the same on Employer's website and e-procurement portal.
12. **Late Proposals** 12.1 Online proposals received by the Employer after the specified bid submission date & time or any extension thereof, pursuant to clause – 11 above, shall not be considered for evaluation and shall be summarily rejected.
13. **Liability of the Employer** 13.1 The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The Employer shall not be liable for failure of online submission of bids by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under clause - 9 of ITB, has been read and understood by the Bidder. The submission of hard copy is not a mandatory requirement. However, if the Bidder submits hard copy of the bid, it shall not be treated as a substitute to online bids submission and in case a Bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.
14. **Modification / Substitution / Withdrawal of Bids** 14.1 The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission.
- No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.
15. **Bid Opening and Evaluation Process** 15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract

may result in the rejection of the Bidders' Proposal.

- 15.2 The Employer will constitute a Tender Evaluation Committee (TEC), which will carry out the evaluation process.
- 15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Bid Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with clause - 14 above shall not be opened.
- 15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the ToR and by applying the eligibility & evaluation criteria, sub-criteria specified in clause – 3 & 16 of ITB. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in clause - 3 and 16 of ITB. Only responsive Proposals shall be further taken up for evaluation.
- 15.4.1 A Bid shall be considered responsive only if:
- (a) It is received by the Bid submission date and time including any extension thereof, pursuant to Clause – 11 above;
 - (b) It is accompanied by the Bid-Security Declaration & Tender Fee as specified in Clause 6.1 & 6.2 above;
 - (c) It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal);
 - (d) It does not contain any condition or qualification or suggestion; and
 - (e) It fulfils the eligibility & qualification criteria stipulated in Clause 3 and 16.1 of ITB.
- 15.5 After ascertaining the responsiveness of the bid, evaluation of each responsive Bid will be done as per clause 16.2 below. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may at its discretion, ask any Bidder for a clarification on its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.
- 15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7 At the time of the online opening of the 'Financial Bids', the names of the technically qualified Bidders along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

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16. **Qualification Criteria & Bid Evaluation**
- 16.1 **Minimum Qualification Criteria**
- To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in clause 16.1.1 and 16.1.2 of ITB below. Not satisfying any of the qualification criteria shall render the bid non-responsive and financial bids of such Bidders shall not be opened.
- 16.1.1 **Qualification Criteria for Similar Works experience**
- The Bidder should have an experience in operation, maintenance and manning of cargo vessels / barges (owned or chartered) in rivers or lakes or backwaters in previous three (3) years before the last date of the Bid submission. Client's completion certificate in this regard as proof of experience is a must.
- 16.1.2 **Qualification Criteria for Average Annual Turnover for three (3) financial years in last five years**
- The bidder should maintain an average annual turnover of at least 100 percent of the total value of work for respective vessel(s), for maximum IT return of three years in last five years to qualify for this work.
In the event of a JV / Consortium, all parties combined shall together meet the Qualification requirement of Average Annual Turnover.
- Note:** In case a Bidder intends to bid for more than one (1) vessel, then the qualification criteria of Average Annual Turnover shall be the sum of individual requirement of each vessel for which the Bidder is submitting the bid.
- 16.1.3 In case a Bidder fails to meet the eligibility criteria stipulated in clause 3 of ITB along with above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.
- 16.2 **Final Evaluation**
- 16.2.1 Bidder may quote for one or more than one vessel subject to meeting the eligibility and qualification criteria as stipulated above. The following shall be adhered to:
- Bidders submitting offer for more than one vessel will have to give the list of order of priority of vessel to be taken for chartering, which has to be submitted as part of the Technical bid as provided in Form-4A.
- 16.2.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the tender document without material deviation or reservation. A material deviation or reservation is one:
- (a) that affects in any substantial way the scope, quality, or performance of the Works;
 - (b) that limits in any substantial way, inconsistent with the tender document, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids. Further, a bid will not be considered substantially responsive if the Bidder has not offered to undertake all the items of the work as listed in Bill of Quantity (BoQ) of Section V of tender document.
- 16.2.3 The estimated effect of price adjustment (if any) provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

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- 16.2.4 The Bidders shall offer their best rates above the proposed minimum monthly hire charge only. Offers below the proposed minimum monthly hire charge will not be entertained and shall be treated as non-responsive. The highest priced Bidder shall be chosen separately for each vessel. Even if the Bidder quotes for more than one vessel and aggregate sum of quoted price for all the vessels turns out to be highest, though the Bidder's quote is not highest for individual vessels, even then, the methodology stipulated above shall be adopted and the highest price quoted by such Bidder for any individual vessel (above the proposed minimum monthly hire charge) shall be considered.
- 17. Award of Contract**
- 17.1 The Employer shall issue a LoA to the selected Bidder. It may also notify all other Bidders about the decision taken on the e-procurement portal.
- 17.2 For a JV / Consortium, the Contractor will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of Performance Bank Guarantee and Security Bank Guarantee, within 45 days of issuance of the LoA.
- In the case of Single Entity, the Contractor will sign the Contract after fulfilling all the formalities / pre-conditions mentioned in the Conditions of Contract in Section VII including submission of Performance Bank Guarantee, within 28 days of issuance of the LoA.
- 17.3 The successful Bidder is expected to commence the Assignment / job at the location specified in Section III: Bid Data Sheet.
- 18. Indemnity**
- 18.1 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.
- 19. Fraud and Corrupt Practices**
- 19.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this tender document, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the EMD or Performance Security or Counter Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, in regard to the tender, including consideration and evaluation of such Bidder's Proposal.
- 19.2 Without prejudice to the rights & remedies which the Employer may have under the LoA or the Agreement, if a Bidder or Contractor is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or tender for chartering issued by the Employer during a period of two years from the date such Bidder or Contractor, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

SECTION - III: BID DATA SHEET

SECTION III: BID DATA SHEET

Reference	Particulars	Description		
ITB 2.1	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301		
ITB 2.1	Method of Selection	Bidder with highest quote for a vessel to be selected for that vessel		
ITB 2.2	Name of the Assignment / Job	Bare Boat chartering of one (1) number of inland cargo vessel of IWAI		
ITB 2.3	a) Last Date & Time for submission of Bid; and b) Address for submission of hard copy of PoA and Bid-Security Declaration & payment instrument for Tender Fee.	Date: 11.10.2022 Time: Latest by 1500 Hrs (IST) Submission: online submission on e-procurement portal i.e. https://eprocure.gov.in/eprocure/appand Address: Director (Traffic & Logistics), Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301		
ITB 4.0	Pre-Bid meeting	No pre bid meeting is provisioned		
ITB 5.1	Last date for seeking clarifications	Not applicable		
-	Proposed minimum monthly hire charge of bare boat dry charter per month	Name of Vessel	Proposed minimum monthly hire charge (excluding GST)	Proposed minimum hire charges for three (3) years (excluding GST)
		2000 MT Self-Propelled Cargo Vessels “ MV AAI”	INR 8,12,000	INR 2,92,32,000
ITB 6.1	EMD (Bid-Security)	Name of Vessel		EMD
		2000 MT Self-Propelled Cargo Vessels “ MV AAI”		INR 5,84,640
ITB 6.2	Tender Fee	INR 2,500/- plus 18% GST (i.e Rs 2,950/-). However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the tender fee / cost of tender document, on submission of documents to the extent as per the Government of India notifications. Tender fee for the amount mentioned above shall be deposited to		

		IWAI Fund through RTGS / NEFT in the following account: i. Name of Bank Account: IWAI Fund ii. Bank Name and Address: Punjab National Bank, Sec-18, Noida iii. Bank Account number: 3702000100833867 iv. IFSC: PUNB0370200
ITB 6.3	Minimum Bank Solvency	40% of the proposed minimum monthly hire charge for one (1) year put to this tender
ITB 6.7	Bid Validity Period	120 days after last date of Bid Submission
ITB 6.9	JV / Consortium	Yes
ITB 10	Authorized Representative	Name: Director (Traffic & Logistics), Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 Email Id: akbansal@iwai.gov.in
ITB 10.3	Contract Duration	3 years (36 months) from the date of signing of Protocol of handing over of the vessel(s) and extendable for another two years (24 months) on yearly basis on satisfactory performance of the work by the contractor.
ITB 15.3	Bid Opening date	Date : 12.10.2022 Time : 1500 hrs
ITB 17.3	Location of Assignment	Kolkata, West Bengal
-	Make in India	As per policy of Govt. of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India, the provisions vide order no. P-45021/2/2017-PP (B.E-II) dated 04.06.2020 on the subject "Public Procurement (Preference to Make in India), Order 2017 – Revision" shall be fully applicable.
-	Performance Security	10 % of the value of the contract for all tender / contract issued / concluded

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM 4A: LETTER OF BID
(To be submitted on the letter head of the Bidder)

To,

Director (Traffic & Logistics)
IWAI, A-13, Sector -1,
Gautam Buddha Nagar
NOIDA - 201301, U.P.

Sub: Tender for Bare Boat chartering of one (1) number of self-propelled cargo vessels of IWAI –
(insert name of vessel(s) for which the Bidder is participating).

Dear Sir,

1. Having examined the information and instructions for submission of tender, Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I / We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am / are tendering for the works mentioned in the table below in the order of priority, as per the details given therein:

S. No.	Name of Vessel
1	

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for suspension of my/ our firm/company. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the Employer to do so, a Contract Agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereto shall constitute a binding contract.
8. **I / We also declare that the firm has not been debarred / blacklisted during the last three years.** Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract.
9. I/ We understand that IWAI is not bound to accept the highest or any tender it may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)

M/s

Telephone no's.....FAX No.....

Email ID:

FORM 4B: AVERAGE ANNUAL TURNOVER IN LAST THREE YEARS
(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)

Sl. No.	Financial Years	Annual Turnover in INR
1.	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	
5	2021-2022	
	Total (best of three out of five years)	
	Average Annual Turnover	<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor

This is to certify that*[Name of the Firm] [Registered Address]* has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation:

Name of Firm:.....

(Signature of the Statutory Auditor Seal of the Firm)

Note:

In case the Bidder does not have a statutory auditor, it may provide the certificate from a practicing Chartered Accountant.

FORM 4C: POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of INR 100 and duly notarised. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.son / daughter / wife and presently residing atwho is presently employed with / retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the **"Authorised Representative"**), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for ".....(insert name of the assignment)". The selection of Contractor for Inland Waterways Authority of India (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 20**

For ...

(Signature, Name, Designation and Address)

Witnesses:

- 1.....
2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

FORM 4D: DECLARATION BY THE BIDDER
(To be submitted on the letter head of the Bidder)

To,

Date:.....

**Director (Traffic & Logistics),
Inland Waterways Authority of India,
A-13, Sector – 1, Noida - 201 301,
District- Gautam Buddha Nagar (U.P.)**

Kind Attention: Director (Traffic & Logistics), IWAI

Sub: Declaration from the Bidder

Tender Reference No:.....

Dear Sir,

This is with reference to the above-mentioned Tender document. We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the Tender document downloaded from the website of IWAI and e-procurement portal.
2.	<input type="checkbox"/>	I / We have not been debarred / blacklisted during the last three years.
3.	<input type="checkbox"/>	I / We accept the payment terms of Conditions of Contract
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this tender document.
5.	<input type="checkbox"/>	I / We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
6.	<input type="checkbox"/>	I / We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents / submissions made by me / us are not genuine.
7.	<input type="checkbox"/>	I / We confirm that I / We have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Note: Please Tick the appropriate box in the above table.

FORM 4E: BIDDER INFORMATION SHEET
(To be submitted on the letter head of the Bidder)

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the Beneficial Ownership.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Note:

This Form shall be supplied with Identity proof of the authorized representative

FORM 4F: FORMAT FOR PRE-BID QUERIES BY BIDDERS
(To be submitted on the letter head of the Bidder)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender clause description	Query / Suggestion / Clarification sought
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

Yours Faithfully

(Signature of the Bidder, with Official Seal)

FORM 4G: STATEMENT OF LEGAL CAPACITY
(To be submitted on the letterhead of the Bidder)

Ref.

Date:

To,

Director (Traffic & Logistics)
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

We hereby confirm that we/ our members in the JV / Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document.

We have agreed that (*insert member's name*) will act as the Lead Member of our JV / consortium.*

We have agreed that (*insert individual's name*) will act as our representative/ will act as the representative of the JV / Consortium on its behalf* and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions / representations of the Lead Member / Authorised Signatory shall be legally binding on the JV / Consortium.

Thanking you,

Yours faithfully,

(*Signature, name and designation of the authorised signatory*)

For and on behalf of.....

*Please strike out whichever is not applicable.

FORM 4H: POWER OF ATTORNEY FOR LEAD MEMBER OF JV / CONSORTIUM

(To be executed on non-judicial stamp paper of INR 100 and duly notarised)

Whereas the Inland Waterways Authority of India (the “Employer”) has invited Bids from interested parties for the “.....”(insert name of the assignment) **(hereinafter referred to as “The Work”)**

and

Whereas,.....,and.....(collectively the “JV / Consortium”) being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV / Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV / Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at, M/s. having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the JV / Consortium, as the Lead Member and true and lawful attorney of the JV / Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium’s Bid for the **“The Work”**.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers

conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium and shall be legally binding upon us.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the JV/Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

FORM 4I: JOINT BIDDING AGREEMENT

(To be executed on non-judicial stamp paper of INR 100 and duly notarised)

THIS JOINT BIDDING AGREEMENT in favour of(insert name of the JV / Consortium) is entered into on this the day of 20..

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

- (A) Inland Waterways Authority of India (the **"Employer"**), has invited Bids (the **"Bids"**) by its Request for Bid dated (the **"Tender Document"** for(insert name of the assignment)" (the **"Work"**)
- (B) The Parties have read and understood the Tender Document and are interested in jointly bidding for the Project as members of a JV / Consortium and in accordance with the terms and conditions of the Tender document and other Tender documents in respect of the Project, and
- (C) It is a necessary condition under the Tender document that the members of the JV / Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender document.

2. JV / Consortium

2.1 The Parties do hereby irrevocably constitute a JV / Consortium for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV / Consortium and not individually and/ or through any other JV / Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV / Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a wholly owned company under the provisions of Indian Companies Act, 2013, in whose subscribed and paid up capital, the selected Bidder i.e. the parties herein shall collectively hold 100% equity for a duration of three months beyond the contract period.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member of the JV / Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV / Consortium during the Bidding Process and until the signing of the contract for **“the Work”** when all the obligations shall become effective;
- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for **“the Work”**.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Employer, in accordance with the terms and conditions specified in the Tender Document and such other Agreements / Contracts / Work Orders as may be executed from time to time between the Employer and the JV / Consortium.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document for **“the Work”**, till such time as prescribed therein.

6. Shareholding

6.1 The Lead Member of such selected Bidder (JV / Consortium) shall at all time during the contract period hold equity equivalent to% (as per clause 6.9.2 of ITB) of the subscribed and paid up capital incorporated by the parties to work as the Contractor. Further, other consortium members whose technical / financial eligibility shall have been used for the purpose of qualification under this Tender document shall hold% (as per clause 6.9.3 of ITB) equity respectively, in the subscribed and paid up capital during the contract period; Provided however that the Employer may in its sole and absolute discretion permit a JV / Consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Contractor.

- (a) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for **“the Work”**.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to the Bid, and will not, to the best of its knowledge:
- (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such

Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and
- (e) Such Party has read and understood the Tender Document and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**the Work**” is achieved under and in accordance with the tender for “**the Work**” in case the Project is awarded to the JV / Consortium. However, in case the JV / Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

10. Proposed distribution of Responsibilities

All the parties of this Agreement hereby agree for the following shareholding percentage and technical & financial responsibilities towards fulfilling the objectives of this tender document and the work in spirit.

S. No.	Name of Member of JV	Percentage Share	Technical Responsibility	Financial Responsibility	Remarks
(i)	Lead Partner (Name & Address of Member – 1)				
(ii)	Member 2 (Name & Address of Member – 2)				
(iii)	Member 3 (Name & Address of Member – 3)				

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of the LEAD MEMBER

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of SECOND PART

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

For and on behalf of THIRD PART

(Address)

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *This Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV / Consortium Member.*

SECTION – V: FINANCIAL BIDS STANDARD FORMS

FORM FIN – 1: FINANCIAL BID SUBMISSION FORM

[Location, Date]

To,
[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the chartering services for *[Insert title of Assignment / Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes but excluding Goods & Service Tax (GST) *[Insert amount(s) in words and figures]*. We acknowledge that the award of tender shall be on basic price quoted by us. We hereby confirm that the Financial Bid is unconditional and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations (if any), up to expiration of the validity period of the Bid, i.e. before the date indicated in clause.....

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Designation of Signatory :

Name of Firm :.....

FORM FIN – 2: SUMMARY OF COSTS

Sr. No.	Name & Type of Vessel	Monthly Charter Hire Charges (in Figures)	Monthly Charter Hire Charges (in Words)
1.	2000 MT Self-Propelled Cargo Vessels “ MV AAI” (Basic Hiring Charges)		
2.	GST to be charged by IWAI to the contractor		
	Grand Total		

Note:

- (a) The basic hire charges quoted by the Bidder shall not be less than the proposed minimum monthly hire charge of this vessel.
- (b) During Financial Bid Evaluation, quoted cost excluding GST would be considered, for the purpose of comparison of the Bids.

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

SECTION –VI: TERMS OF REFERENCE (ToR)

1. **Background**

- 1.1 IWAI is interested in bare boat chartering without manning of one (1) numbers of self-propelled cargo vessels for a period of 3 years (36 months) and extendable on yearly (12 months) basis on satisfactory performance for another two years (total period of five years (60 months). The vessels are to be operated in NW - 1 (Haldia-Varanasi), NW - 2 including IBP route, NW – 16, NW – 86 and NW – 97.
- 1.2 The general specifications of the vessels are as mentioned below:

S. No	Name of vessel	DWT (in Tons)	Year of built	G.R.T. (in Tons)	Power (BHP)
1.	MV AAI	2267	2018	1827	1300

S. No.	Name of vessel	Dimensions (in Mtr) L x B x D	Main Engine Make & Type	Aux. Engine Make & Type	Type of propulsion
1.	MV AAI	77.37 x 15 x 5	YANMAR Asia./ 6AYM-WST	Kirloskar 4R1040TA-M (A).	Twin Screw Fixed pitched propeller

2. **Detailed Scope of Work for the Assignment**

Unless explicitly restricted in the Contract, the Scope of Work under the Contract shall include but shall not be limited to following:

- 2.1 The Contractor shall be liable to operate the chartered vessel(s) at his own expenses, costs & risk and to crew, manage, maintain, navigate, operate, insure, fuel, provision, supply and whenever required repair the vessel as necessary during charter period and the Contractor shall pay for all charges and expenses of every kind & nature incidental to their use and operation of the vessel under this charter as per provisions of the tender document. The Master and crew of the vessel shall be deployed by the Contractor for all purposes whatsoever.
- 2.2 The Contractor shall maintain a proper record in Log-Book, of the daily running and operations of the vessels and also a record of all cargo carried on a daily basis and submit the record to the EIC on a monthly basis.
- 2.3 The proposed minimum monthly hire charge of the vessels is as mentioned below:

S. No.	Name of Vessel	Proposed minimum monthly hire charges* of bare boat dry charter (excluding GST)
1.	2000 MT Self-Propelled Cargo Vessels “ MV AAI”	INR 8,12,000/-

Note: GST shall be charged to the Contractor on prevailing rules and regulations in addition to the charter hire charge.

** The Contract for Bare-Boat chartering of vessel(s) is provisioned for extension for another two years (12 months) with the mutual consent between both the parties. The monthly charter hire charges during the extended period shall be increased by 7% of the initially awarded monthly charter hire charges on year-to-year basis for the extended period.*

- 2.4 The Contractor shall abide by all the Statutes and regulations in force from time to time during the period of agreement, either Central or State or by any Autonomous Body or by Local Self-Government having bearing on ownership, maintenance, upkeep and otherwise of the vessels. The contractor shall have to timely renew the survey certificates from IWT / regulating Authority required for the vessel to ply in inland waters and has to submit the copy of the same to IWAI.
- 2.5 The Contractor shall bear all expenses to comply with the requirements of the Statutes and regulations in force from time to time including rates, levies, tolls, taxes and any other imposts.
- 2.6 The Contractor will be responsible for:
- (a) Maintain and cause to maintain the vessel(s) in every respect at their cost. Such maintenance shall cover all repairs and up keeping of the vessel(s), its structure, machinery equipment, fittings & paintings etc. and any other expenditure as may be required from time to time to keep the vessel(s) operational, safe and secure. This will include but not limited to the “*Running Repair and Maintenance Schedule including Machinery, stern gear equipment etc. of vessels*” as enumerated in Section VII: Annex – VII.
- (b) If the statutory dry – docking of any of the vessels which is to be conducted once in every four (4) years falls during the period of charter hire, accordingly, the Contractor will be fully responsible for carrying out the full process of statutory dry-docking as mentioned in “Scope of Dry-dock repairs” at Clause-2(g) of Section-VI, with the information to the EIC. The Contractor must produce original bills to EIC, to claim for the repair works. The cost of such statutory dry-docking repair shall be borne by the Employer.

The schedule for dry docking is as follows:

Sl. No	Name of Vessel	Next Dry Dock Repair Due
1.	2000 MT Self-Propelled Cargo Vessels “ MV AAI”	April 2022

- (c) In case the statutory dry-dock repairs falls within the charter period, the charter hire charge for the maximum upto 60 days period or the actual period of such statutory dry-

dock repair, whichever is lesser (time period also includes the sailing time to & fro to the shipyard subject to information to the EIC) will not be charged to the contractor.

- (d) The Contractor shall duly inform the EIC about carrying out the dry docking of the vessel at least three (3) months prior to the scheduled date which shall comprise the following:
- (i) Prior to dry docking of the vessels, dry docking survey of the vessel shall be carried out jointly by the authorized representatives of the Contractor and the EIC along with the IRS surveyor / representation from IWT Department of state;
 - (ii) Dry dock repair proposal, comprising of detailed scope of work and expected duration of repair along with minimum three (3) quotations from regular shipyard / repair companies, shall be submitted by the Contractor to the EIC, for approval;
 - (iii) The quotation shall be examined keeping in view the scope of work notified at 2.6 (g) and on examination, lowest quotation approved by the EIC and only then the dry docking shall be carried out by the Contractor;
- (e) The Contractor shall inform the EIC, the schedule date & time for undertaking the statutory dry docking, at least one month (1) prior to the dry docking.
- (f) Post dry docking, a summary shall be prepared by the IRS SURVEYOR / / representation from IWT Department of state and certificate for the same shall be obtained by the Contractor followed by submission to the EIC.
- (g) **SCOPE UNDER DRY DOCK REPAIRS**
- i. LSA/FFA servicing/overhauling/renewals
 - ii. Thickness gauging of underwater plates
 - iii. Underwater Hull repair
 - iv. Chipping, scrapping, cleaning & painting of side hull including underwater system
 - v. Anchor & Chain system servicing repair
 - vi. Inspection, service & repairs of rudders and steering system
 - vii. Servicing of seawater & pumps & sewage valves sea chest
 - viii. Inspection, service & repair of propulsion system, shaft, seals, stern tube, bushes, propellers etc.
 - ix. Inspection, service & repair of bow thrusters & service.
 - x. Inspection pipeline system of sewage
 - xi. Kort-nozzle repair, if applicable
 - xii. Wet exhaust system repair/service
 - xiii. All the repairs of machineries, systems, etc. except notified above may be carried out during dry-docking repairs and for which charges shall be borne by the contractor.
- (h) The repairs of machinery in the above-mentioned items shall be carried out through the authorized dealers, preferably, through OEM.

2.7 Manpower

2.7.1 The Contractor shall employ and deploy the manpower as tabulated below:

Manpower Vessels	Master – 1 st Class	Master – 2 nd Class	Licensed Driver	Driver – 1 st Class	Seacunny	Greaser	Lascar	Cook
MV AAI	1	-	1	-	1	1	2	1

2.7.2 The Contractor shall ensure that the following minimum manning requirements are complied with at all times:

S. No.	Name of the post	Essential qualification & experience
1.	Master 1 st	i. Matriculation Certificate or equivalent from a recognized Board/ University, ii. Certificate of competency as Master- I Class, iii. Should know swimming.
2.	Master 2 nd	i. Certificate of competency at Master 2 nd Class. ii. Know swimming.
3.	License Driver	i. Matriculation Certificate or equivalent from a recognized Board/ University. ii. Certificate of competency as License Engine Driver iii. Should know swimming.
4.	Driver 1 st Class	i. Certificate of competency at Driver 1 st class. ii. Know swimming.
5.	Electrician	i. Matriculation of equivalent. ii. ITI certificate in the trade from a recognized institute. iii. 2 years' experience in the time. iv. Swimming knowledge.
6.	Seacunny	i. IWT trained or Ex-Naval person or trained in Merchant shipping Deck side or In Inland vessel with minimum 4 years' experience as Lascar. ii. Should know reading and writing at least in one language iii. Should know swimming
7.	Greaser	i. IWT trained or Ex-Naval person or trained in Merchant shipping Engine side or In Inland vessel with minimum 4 years' experience. ii. Should know reading and writing at least in one language. iii. Should know swimming
8.	Lascar	i. IWT trained or Ex-Naval person or trained in Merchant ships/ Inland vessel or with one year experience in vessel. ii. Should know reading and writing at least in one language. iii. Should know swimming
9.	Cook	i. VIII standard pass ii. 2-year experience in catering in any reputed organization. iii. Should know swimming iv. Experience in board vessel

SECTION – VII: CONDITIONS OF CONTRACT

SECTION VII: CONDITIONS OF CONTRACT

1. General

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this tender document shall have the following meanings:

- 1.1.1 **“Employer”** means the Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida – 201301 and its successors.
- 1.1.2 **“Authority”** refers to Inland Waterways Authority of India (IWAI)
- 1.1.3 **“Contractor / Charterer”** means any entity or person or association of person who provides the Services to the Employer under the Contract.
- 1.1.4 **“Contract / Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of Contract, the Annexes / Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms “Agreement” or “Contract” or “Contract Agreement” are interchangeable
- 1.1.5 **“NIT”** means the notice inviting e-tender.
- 1.1.6 **“Assignment / Job”** means the work / services to be performed / provided by the Contractor pursuant to this Contract
- 1.1.7 **“Applicable Laws”** means the laws and any other instruments having the force of laws in India as may be issued and in force from time to time
- 1.1.8 **“Approved”** means approved by the Employer or its authorized representative in writing.
- 1.1.9 The word **“Tender”** is synonymous with “Bid”, and “Tenderer” with “Bidder”
- 1.1.10 **“Employer’s Representative(s)”** means the Representative(s) appointed/ authorized by the Employer.
- 1.1.11 **Engineer-In-Charge (EIC)** is the person appointed by the Employer to direct, supervise and be in-charge of the works on behalf of the Employer.
- 1.1.12 **Representative of EIC** means the Officer appointed/ authorized by the EIC to direct and supervise the works on behalf of the EIC
- 1.1.13 **“Bidder or Tenderer”** means a private company / partnership constituted under the relevant laws and who applies for this Tender as per Clause 3.1 of ITB.
- 1.1.14 **“INR”**, Rs. Means Indian Rupees
- 1.1.15 **“Manpower”** means the professional staff/ crew, etc. provided by the Contractor
- 1.1.16 **“Party”** means the Employer or the Contractor, as the case may be, and Parties means both of them
- 1.1.17 **“Third Party”** means any person or entity representing other than the Employer & the Contractor
- 1.1.18 **“Bid or Tender”** means the Technical and Financial Bids as mentioned under this tender document
- 1.1.19 **“Terms of Reference” (ToR)** means the document included as under Section VI which explains the objectives, scope of work, activities and tasks to be performed with specifications / limitations / procedures etc. as stipulated under the contract
- 1.1.20 **“Chairperson / Chairman”** means Chairperson / Chairman of Inland Waterways Authority of India
- 1.1.21 **“Work Order”** means the Letter of Award (LoA) issued by IWAI conveying the acceptance of the tender / offer subject to such conditions as may have been stated therein
- 1.1.22 **“Contract Value”** means the agreed and accepted cumulative charter hire

charges for three (3) years as per the LoA including all applicable taxes but excluding GST

1.1.23 **"Day"** means a calendar day beginning and ending at mid-night

1.1.24 **"Week"** means seven consecutive calendar days

1.1.25 **"Month"** means one Calendar month

1.1.26 "Schedule Service" is a voyage conducted between a schedule origin and destination in National Waterways and Indo-Bangladesh Protocol Route as indicated in this document.

1.2 **Marginal Headings**

The marginal headings or notes of each of the clauses in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.

1.3 **Interpretation**

(a) In interpreting these Conditions of Contract, singular also means plural, male also means female or neutral and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

(b) The following documents will constitute the integral part of contract:

- i. the Contract Agreement;
- ii. the Integrity Agreement;
 - i. the Letter of Award / Notice to proceed with the work;
- iv. the Conditions of Contract;
 - i. the Schedule of Price Bid;
- vi. the Technical Bid;
- vii. the Addenda / Corrigenda;
- viii. the Minutes of the Meeting; and
- ix. Any other document listed in the contract data as forming part of the contract

I These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and / or special specifications if any annexed to the tender form.

(d) **Parties**

(i) The parties to the Contract are the Contractor and the Employer

(ii) **Representatives of the Contractor signing the contract on behalf of the Contractor:**

A person signing the tender or any other document in respect of the Contract on behalf of the Contractor shall produce duly notarized Power of Attorney at the time of submission of bid. If it is discovered at any time that the person so signing had no consent of the Contractor to do so, the Employer may, without prejudice to any other right or remedy, cancel / terminate the Contract.

(iii) **Address of the Contractor and Notices and Communications on behalf of the Employer:**

For all purposes of the contract including Arbitration there under, the address of the Contractor mentioned in tender shall be the address to which all communication addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication

and sent in original or by e-mail to:

Chairperson

Inland Waterways Authority of India–A - 13, Sector – 1,

Noida - 201301

Email: iwaich@nic.in

Website: www.iwai.nic.in

The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

Any communication or notice on behalf of the Employer, in relation to the contract may be issued to the Contractor by the EIC, and such communications and notices may be served on the Contractor either by email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the EIC.

(e) **Power of the Chairperson, IWAI:**

For all purposes of the Contract including arbitration proceeding thereunder, the Chairperson on behalf of IWAI shall be entitled to exercise all the rights and powers of the Employer.

1.5 **Conditions of Contract shall also include the following:**

The Contractor shall carry out the services in accordance with accepted bid and tender conditions mentioned hereunder:

- (i) The Contractors are advised to understand & appraise themselves of the scope, nature of the work involved, requirement of experienced personnel, liaising for delivering the desired result etc.
- (ii) In terms of ITB 6.9, Section II of the Tender Document pertaining to JV / Consortium, the registration under Companies Act 2013 is mandatory after award of work and before signing of Agreement. Hence, the formality of incorporation of Company under Registrar of Companies (as per the Joint Bidding Agreement) including submission of applicable Performance Bank Guarantee, Security Deposit Bank Guarantee, PAN, GST registration & any other required additional document in favour of the registered company shall be submitted to the Employer within 30 days from the date of issuance of LoA.

For JV / Consortium Bidder, the Parties shall enter into a Contract Agreement within 45 days after the issuance of the LoA & for Single Entity Bidder, the Party shall enter into a Contract Agreement within 28 days after the issuance of the LoA. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement & Integrity Agreement shall be borne by the Contractor.
- (iii) The acceptance of tender shall rest with the Employer and reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- (iv) The right to award, split up work and to reject the offer without assigning any reason is also reserved with the Employer.
- (v) Sub-letting of the vessel(s) by the Contractor will not be allowed under any circumstances. Sub-letting or any attempt for sub-letting of the vessel(s) will be considered as a major violation of the terms & conditions of the contract and shall entitle the Employer to take possession of the vessel(s) forthwith.
- (vi) Any breach of conditions of contract shall be brought to the notice of the EIC and EIC will notify to Employer. However, the contractor shall be given an opportunity to explain the fact, but IWAI has right to withdraw in full or part of the work of the Contractor.
- (vii) The Contractor shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities and losses etc.

- (viii) The price quoted by the Contractor will remain valid for 120 days & extended period (if any) after the last date of bid submission.
- (ix) All the compliances by the Charter for the work shall be to EIC except stated in the contract.

2. Commencement, Completion, Extension, Modification etc. 2.1 Commencement & Completion of Contract

2.1.1 Within 7 days from the date of signing of the Contract, the vessel(s) will be jointly inspected by the authorized representatives of the Contractor and the EIC of the Employer along with the IRS SURVEYOR for determining the physical condition(s) of the vessel(s) including structural / mechanical / electrical / electronic / outfitting and other appurtenance including on board stores and spares and stock of POL. The IRS for "on-hire" survey will be appointed in consultation with the EIC. The expenditure for such "on-hire" inspection shall be borne by the concerned Contractor and general condition of the vessel(s) will be recorded under joint signatures of the accredited representatives of both the parties. The vessel(s) will be handed over to the Contractor at Kolkata or at the place where the vessel is berthed in NW-1 / NW-2 at the time of award of work, as the case may be. Accordingly, the Contractor shall sign the Protocol of handing over of the vessel(s), on physical handing of the vessel.

2.1.2 The Contractor shall begin carrying out the services from the date of signing of Protocol of handing over of the vessel(s).

2.1.3 (a) The tenure of the contract will be for thirty-six (36) months from the date of signing of Protocol of handing over of the vessel(s) and the Contract shall automatically terminate immediately upon expiry of its tenure, including extension, if any. The vessel(s) shall be treated to remain under the Contractor from the date of signing of Protocol of handing over to the date of return of the vessel(s) to the Employer through signing of Protocol of return of the vessel(s). In case dry docking due date of the vessel(s) falls within the chartering period, the period of charter shall be inclusive of the dry-docking period. See Clause- 2.6 of Section-VI "Terms of Reference".

(b) After the award of Work, to ensure the solvency of the Charterer throughout the duration of the Contract, the Charterer will submit a Solvency Certificate after every 12 months of charter service starting from the date of award, for an amount equivalent to 40 percent of the awarded monthly charter rate accumulated for One year for the respective Bare-Boat(s). The Solvency Certificate should be issued by any of the Nationalized Bank in India not before than Ninety days of its submission to the Authority.

2.1.4 On completion of the contractual period of charter hire or earlier determination of the Agreement, if any, prior to taking over of the vessel(s) by the EIC, vessel(s) will be jointly inspected by the Contractor and the EIC of the Authority along with the IRS surveyor for determining the physical condition(s) of the vessel(s) including structural / mechanical / electrical/ electronic / out fitting and other appurtenance including on board stores and spares and stock of POL. The IRS Surveyor for "off-hire" survey will be appointed in consultation with the EIC. The expenditure for such "off-hire" inspection shall be borne by the Contractor and general condition of the vessel(s) will be recorded under joint signatures as above. The Vessel(s) will be taken over by IWAI at Kolkata by signing the Protocol of return of the vessel(s).

The vessel(s) will be taken over by the EIC by signing the Protocol of return of the vessel(s). In case of non-compliance linking to termination of contract or after completion of contract, the Contractor has to adhere to ensure smooth handing over of the vessel to the EIC. If the vessel is not handed over as scheduled, then apart from charging hiring charges as defined in clause 2.2 below, the EIC would be free to proceed to recover all dues including the vessel through legal recourse and may refer the matter as per the due recovery procedures of Government of India.

2.2 Extension / Reduction of Contract Period

2.2.1 The Contract can be terminated prior to completion of thirty-six (36) months period as per the terms of this Agreement, subject to handing over of the vessel(s) by the Contractor to the EIC of the Authority by signing the Protocol of return of the vessel(s). In case the Contractor withholds the vessel(s) beyond the period of charter hire including extension period, if any, as per the written agreement between the parties, then this act of contractor shall be termed as "illegal detention of Government property" and shall be prosecuted under Code of Criminal Procedure Act, 1973 or as amended from time to time. The EIC with immediate effect, shall issue a notice and initiate the proceedings under Code of Criminal Procedure Act, 1973 or as amended from time to time.

2.2.2 The Contract for charter of vessel(s) is extendable for another 2 years (24 months) on yearly basis based on satisfactory performance of the work by the contractor. For this purpose, a request will have to be given by the Contractor to the EIC at least three (3) months prior to expiry of the original period of charter or extension thereof. If the Employer agrees to such extension of the period of charter hiring of the vessel(s), the hire charges will be increased by such rate as per the Clause 2.3 in Section-VI and terms & conditions, which shall be at the discretion of the Employer. Mere sending of a request to the EIC by the Contractor as above will not entail any right whatsoever on the Contractor to get such extension and in all such cases, the decision of the Employer shall be final and binding on the Contractor.

2.3 Periodic Inspection

The Contractor is supposed to maintain and keep up maintenance of the vessel(s) up to the mark and maintain its serviceability condition equivalent to the handing over or better there off. The Contractor will allow the EIC or its authorized representative and extend all its facility to carry out periodical joint inspection of the vessel(s) on every three-monthly basis and such inspection will be carried out by the authorized representative of Contractor and the EIC or any authorized representatives of EIC for determining the physical condition of the vessel(s). Furthermore, the Employer shall reserve the right to inspect any vessel at any time at any place and the Contractor will be bound to extend all his cooperation to the authorized representative of the Employer for this purpose. The contractor shall submit a defect list and rectification report to the EIC every month and shall maintain a history register on board. A joint inspection by the contractor and IWA representative shall take place in every third month and the joint inspection report shall be submitted within 7 days after inspection and rectification report is to be submitted to the EIC within 30 days from date of inspection.

2.4 Modifications or Variations

Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services or of the Contract Price, may only be made by written mutual agreement between the parties which shall be dealt as per the Conditions of the Contract.

2.5 Force Majeure

2.5.1 Definition

(a) For the purposes of this contract, Force Majeure means an exceptional event or circumstance which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, pandemic, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent),

confiscation or any other action by government agencies.

- (b) Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or of such party's Agents or Employees, (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in carrying out of its obligations hereunder.

2.5.2 Measures to be taken

- (a) A party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A party affected by an event of Force Majeure shall notify the other Party (the EIC for the Authority and the authorized representative for the Contractor), of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period, within which a party shall, pursuant to this contract, was unable to perform his services as a result of Force Majeure, shall be extended for a period equal to the time during which the Force Majeure was operational including a further mobilization period not exceeding seven (7) days. However, the total maximum period of contract shall not exceed sixty months in any case.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Employer through EIC shall either:
 - (i) Demobilize; or
 - (ii) Continue with the services to the extent possible
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause on Dispute Resolution / Arbitration.
- (f) Notwithstanding any other provision of this clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

2.6 Suspension

The EIC may, by written notice of suspension to the Contractor, suspend the services if the Contractor fails to perform any of its obligations under this contract, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension. However, the Contractor will not be absolved of its responsibility of paying monthly charter hire charges on this account of suspension against remediable failure due to negligence otherwise.

2.7 Liquidated Damages (LD)

2.7.1 Running Repair & Maintenance

- (a) If the Contractor fails to execute the "**Running Repair & Maintenance of the Vessel(s)**" (as enlisted in Annex VII, Section VIII) within the time period(s) as stipulated in Annex VII, Section VIII or any extended period, the Contractor shall without prejudice to any other right or remedy of the EIC on account of such default, pay compensation (not by way of penalty) at the rate of 0.1% per week or part of the week during non-maintenance and non-running repair period on the total value of the charter hire charge of the vessel for the contract period.

(b) **Statutory Dry-docking**

If the Contractor fails to adhere to the timeline stipulated in clause 2.6 (d & e) of Section VI: Terms of Reference and clause 3 (m) of Section VIII: Annex VII (Running Repair & Maintenance Schedule) or any extended period, the Contractor shall without prejudice to any other right or remedy of the EIC on account of such default, pay compensation (not by way of penalty) at the rate of 0.1% per day on the total value of the charter hire charge of the vessel for the contract period.

(c) The maximum LD to be deducted as per the Clause 2.7.1 (a) and 2.7.1 (b) shall be restricted to 10% of the total charter hire charges of the vessel(s) taken by the Contractor on bare boat for thirty-six (36) months or extension thereof.

2.7.2 The amount of compensation if not paid by the Contractor, may be adjusted, withheld, deducted or set off against Performance Security and Counter Security or any sum due or payable to the Contractor under this or any other contract with the Authority.

2.7.3 Payment of such damages shall not relieve the Contractor of his obligation to complete the work or from any other of his obligations or liabilities under the contract.

2.8 **Termination**

2.8.1 **By the "Employer":** The Employer through EIC may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) to (g) of this clause:

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of issue of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- (b) If the Contractor fails to comply with any final decision reached as a result of Arbitration proceedings.
- (c) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (d) If the Contractor submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.
- (e) If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- (g) If the Employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract including foreclosure of the contract.

In case of such an occurrence, the Employer through EIC shall give not less than one (1) month written notice of termination to the Contractor.

2.8.2 **By the Contractor:** The Contractor may terminate this contract, by giving not less than three (3) month written notice to the EIC, in case of the occurrence of any of the events specified in paragraphs (a) (b) & (c) of this clause:

- (a) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- (b) If the Employer fails to comply with any final decision reached as a result of Arbitration proceedings.
- (c) Only after successful completion of contract for a period not less than 9 months.

2.8.3 **Cessation of services:** Upon termination of this contract by notice pursuant to clauses 2.8.1 & 2.8.2 of Conditions of Contract hereof, the Contractor shall immediately upon dispatch or receipt of such notice, take all necessary steps to

bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

- 2.8.4 **Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.8.1 hereof has occurred, such party may within forty-five (45) days after receipt of notice of termination from the other party, refer the matter for Arbitration.

3. Performance and Counter Securities

- 3.1 The successful Bidder(s) shall submit Performance Security in the form of irrevocable Bank Guarantee issued from any nationalized / scheduled bank in India, having validity for thirty-six months or extension thereof, till the duration of the charter/contract and having claim period valid for further twelve (12) months from the date of return of the vessel(s) by the Contractor to the Employer. This Bank Guarantee shall be submitted within 15 days after the issuance of LoA in case of Single Entity Bidder and within 30 days after issuance of LoA in case of JV / Consortium Bidder. The format for Bank Guarantee is attached at Section VIII: Annex II.

The following amount shall be deposited against each vessel(s) as Performance Security:

S. No.	Name of the Vessel	Performance Security
(a)	2000 MT Self-Propelled Cargo Vessels " MV AAI"	10% of the cumulative charter hire charges for thirty-six (36) months (total Contract Value)

- 3.2 The Successful-Bidder shall also submit an additional counter security in the form of irrevocable bank guarantee issued from any nationalized / scheduled bank in India, for an amount equivalent to three (3) months of charter hire charges (offered price by the Charterer) of vessel(s) and shall have validity for thirty-six months or extension thereof, till the duration of the charter/contract and having claim period valid for further twelve (12) months from the date of return of the vessel(s) by the Contractor to the Employer. This BG shall be submitted within 30 days from the date of issue of LoA. The format for Bank Guarantee is attached at Section VIII: Annex IX.
- 3.3 The Performance Security and Counter Security shall remain with the Employer until One (01) year after return of the vessel(s) by the Contractor to the EIC, provided the Employer is satisfied that there is no demand outstanding against the Contractor.
- 3.4 If the Contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the Performance Security and Counter Security furnished by the Contractor. However, if the Contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE", the Employer shall refund the Performance Security and Counter Security to the Contractor after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Contractor.
- 3.5 All compensation or other sums of money payable by the Contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the Contractor by the Employer on any account whatsoever. Also, in the event of the Contractor's Performance Security and/or Counter Security falls short of such deductions or sale, as aforesaid the Contractor shall, within Ten (10) days of issue of notice of demand from the EIC to make good the deficit in his Performance Security and/or Counter Security.

4. Hire Charges

- 4.1 Intending Bidder(s) shall quote the net charter hire charge for each vessel per calendar month which they agree to pay to the Employer after taking into

consideration the cost of repair, maintenance and upkeep of the vessel(s), operational cost, cost of Insurance and regular maintenance downtime etc., all survey fees and such other costs and expenditures which may be incurred by the Contractor during the entire period of charter hire of the vessel(s) which will have to be borne by the Contractor. The hire charges will be effective from the date of signing of the Protocol of handing over of vessel(s) till the date of the signing of the Protocol of return of the vessels by the Contractor to the EIC. Moreover, the operation schedule of the vessel(s) shall not get disturbed with the interference of regular inspections & maintenance schedule.

- 4.2 The bare boat charter hire charges for each vessel(s) shall be calculated on calendar month basis. However, at the time of handing over of the vessel(s) to the Contractor and at the time of taking over by the EIC, the hire charges shall be payable for the number of days of charter hire during that month and shall be calculated on pro-rata basis of monthly charter hire charges (considering relevant calendar month). In this regard, the Contractor shall submit a counter security in the form of irrevocable bank guarantee as mentioned in Clause-3.2 of Section-VII above. The format of the Bank Guarantee is placed at Annex IX, Section VIII: Annexes.
- 4.3 The payment for the invoice/bill raised for any respective month will be in advance for the month and shall be due for the month on 1st day of the month. An invoice will be raised by the EIC towards chartering of the vessel(s) to the Contractor on 1st day of every month or 10 days from raising the invoice and the Contractor is liable to pay the invoice by 10th day of that month. The following shall be applicable in the event of default on payment of invoice/bill by contractor:
- (a) In case the payment is delayed for the first time by the Contractor for any respective month during the chartering period (including extension period, if applicable), for more than ten (10) days from the due date of payment of invoice/bill, the EIC shall promptly issue a written notice to the Contractor, allowing the Contractor to remedy such failure, immediately and not exceeding a period of ten (10) days, from the issue of such notice by the EIC. Thereafter, if the due payment remains outstanding, the EIC shall take necessary action for recovery of the outstanding dues by invoking Counter Security Bank Guarantee for the outstanding amount and thereafter, EIC shall issue demand letter to the Contractor to make good the deficit in his Counter Security Bank Guarantee as per the Clause 3.5 of Section-VII.
 - (b) Thereafter, if the payment of invoice/bill is delayed for the second time by the Contractor for any respective month during the chartering period (including extension period, if applicable), for more than ten (10) days, the EIC shall promptly issue a written "notice of suspension" to the Contractor and suspend the services with immediate effect and shall issue notice to the Contractor to remedy such failure, immediately not exceeding a period of ten (10) days, from the issue of such notice of suspension by the EIC. However, if the payment is further delayed then the EIC shall promptly invoke the remaining counter security bank guarantee submitted by the Contractor and initiate action for termination of contract as per clause 2.8 of section VII and vessel(s) shall be taken over by the Authority as per the provisions of Clause – 6 of Section-VII of this contract.
- 4.4 The vessel(s) will be handed over to Contractor without manning in terms of the written agreement between the Contractor and the Employer for charter hire of IWAI's vessel(s). The Contractor shall bear all expenses to be incurred for operation of vessel(s) including the cost of fuel oil and lube oil, marine gears, stores and safety gears / devices, communication equipment etc., required for operation of the vessel(s). Under no circumstances, the Authority shall bear any charges on these accounts.
- 4.5 The Contractor shall obtain requisite license and / or clearance certificate and / or permit issued by concerned Authorities for operation of the vessel(s). The cost of handing over of the vessel to the Contractor by the EIC and the cost of taking

over of the vessel(s) by the EIC on completion of the period of the contract and / or earlier determination of the contract shall be borne the Contractor. All documentation as necessary for this purpose will be prepared and made ready by the Contractor.

- 4.6 Cost of fuel / marine diesel oil and lubricants which will be with the vessel(s) during handing over the vessel(s) to the Contractor will have to be reimbursed by the Contractor to the Employer separately on the basis of the Joint Survey as indicated in Section VIII: Annex – VII. Unit rate of diesel and different types of lubricants as mentioned above will be the rate on the date of signing of handing over protocol. Similarly cost of the marine diesel and lubricants which will be with the vessel(s) at the time of taking over the vessel by the EIC will also be reimbursed by the Employer to the charterer at the rate on the date of signing of taking over protocol.

Regular maintenance schedule has to be taken up as per manufacturer specification, along with replacement of lubricant oil, annual painting of the vessel and accessories. The schedule is annexed at Section VIII: Annex – VII. These shall be carried out at the expenses of the Contractor and maintenance log to this effect shall be furnished to the EIC (a schedule for this is annexed at Section VIII: Annex VIII). The inspection of the vessel will be carried out by the EIC or its authorized representative as per clause 2.3 above.

- 4.7 The Contractor shall arrange for license/ permits (as necessary), all necessary survey, LSA (Lifesaving appliances) and FFA (Firefighting appliances) of each vessel at their own cost and responsibility. Under no circumstances, full form and ownership of the vessel can be changed for such necessary documentation and survey work. The Contractor will submit to the EIC true copies of all relevant licenses / documents at the first instance immediately after issuance of LoA and submit the same to the EIC at the time of signing of Protocol of handing over of the vessel(s). Delayed procurement of licenses shall not be cause for delayed start of contract.
- 4.8 The Contractor shall deploy and keep adequate number of certified crews on board the vessel at all times as per the Clause-2.7 of Section-VI, which is the requirement of IWT / Marine Rules. The Contractor shall also submit to the EIC the detail bio-data of all the certified crew posted on the vessel at an interval of three (3) months / or whenever any change is effected, whichever is earlier.
- 4.9 The Contractor shall bear all statutory charges in connection with the conservancy, pilotage, berthing charges, Port dues etc. for operation of the vessel(s) during the period of the charter hire and must clear all outstanding dues without fail. The Contractor will have to furnish an Indemnity Bond as per Authority's prescribed proforma to indemnify the Authority against any outstanding dues of the aforesaid authorities during the entire period of charter hire.

5. Contractor to be responsible for any loss or damage

- 5.1 During the period of charter, the Contractor shall be solely and fully responsible to compensate for any loss or injury or death caused to any crew employed on the vessel as per relevant Compensation Act / Rules applicable in such cases. The Contractor shall be liable to abide by all Acts, Rules and Regulations etc., applicable for operation of the vessel(s).
- 5.2 The Contractor shall pay and cause to pay any fine, penalty, levy or any other charges imposed, in any form whatsoever under Statutes, arising out of any action or actions on the part of the Contractor or their agents, crews, representatives etc. for any violation of Statutes. The Contractor shall indemnify the Authority, in all such cases against any financial charges, preventive or punitive actions or any other consequence which may follow from such violation on the part of the Contractor where the vessel(s) may ply and submit an Indemnity Bond to this effect as per the Employer's prescribed Proforma within fifteen (15) days of signing of the Protocol of handing over of the vessel(s). However, any prohibitive or punitive action by the Employer of statute following debarment of operation will not exempt the Contractor from the monthly charter

hire charges.

- 5.3 The Contractor will follow and observe all the existing Rules, Procedures, Enactment as imposed by the State Government and Central Government or any Statutory Authority / Authorities as well as those which may be enacted / imposed in future where the vessel(s) may ply.
- 5.4 The Contractor will be liable for all statutory payments when the vessels will remain under charter and all such documents of payments along with permits / licenses will have to be furnished to the EIC regularly at an interval of three (3) months where the vessel(s) may ply.
- 5.5 During operation of the IWAI's vessels taken on bare boat charter hire, the Contractor will have to use IWAI's terminals and other officially permitted jetties / terminals under the law wherever available, for loading and unloading. The Contractor(s) are allowed only to load / unload without damaging the vessel and related infrastructure.
- 5.6 Before sailing of Authority's vessel to any destination, it will be the sole responsibility of the Contractor to examine the availability of necessary water draft, air draft and other safety parameters for safe voyage of vessel and to avoid any grounding or accident. Cost of damage to the vessel for grounding is to be reimbursed by the Contractor to the Employer in addition to the hiring charges of vessel during the period of grounding. Cost of damage will be decided by the EIC based on the report of IRS SURVEYOR. The Contractor shall inform and update the EIC about the location of the vessel, its status monthly on trip-to-trip basis. In case of any falsification, the EIC reserves the right to take any action as deemed fit and necessary to the extent of forfeiting the Performance Security and /or Counter Security and/or early determination of the agreement of bare boat charter hire as this will be considered as violation of the terms and conditions of the said agreement.
- 5.7 The bare-boat Charterer shall be responsible for all liabilities of his crews on board the vessel. No crews below the age of eighteen (18) years shall be engaged on the Authority's vessel(s) for any purpose whatsoever. The crews so appointed should have requisite experience of operating such vessels.

6. Return of Vessel(s)

- 6.1 On completion of tenure of charter or the case may be, the vessel(s) will have to be returned by the Contractor(s) to the EIC at Kolkata or at a place desired by employer in NW-1 or NW-2 in running / operating condition with all machinery, equipment, fittings, stores, etc. as was prevailing as per joint inspection report stated in Section VIII: Annex – VII as well as additional item / equipment provided on board during the tenure of charter.
- 6.2 If as a result of such inspection as at clause 2.1 above, there appears no variation (except normal wear and tear and normal corrosion of steel structures and plates), the EIC shall accept the vessel(s) and shall convey such acceptance in writing by signing the Protocol of taking over on physical delivery of the vessel by the Contractor to the EIC. This taking over of the vessel(s) shall be reckoned from the date of signing of the Protocol of taking over of the vessel(s) by the EIC of the Authority and the Contractor.
- 6.3 The Contractor shall be liable for any damages caused by / to the vessel due to any action of his crew or representative and will have to make good the loss / damage. The Authority will not be responsible in any way whatsoever for such damage caused by / to the vessel. For such negligent action, LD shall be imposed appropriately as defined in clause 2.7 above.
- 6.4 In case the Contractor withholds the vessel(s) beyond the period of charter hire, as per the written agreement between the parties, then this act of contractor shall be considered as illegal/unauthorized detention of Government property by the Contractor and shall be prosecuted under the provisions as laid down under the IPC, CrPC and any other law as amended from time to time. The EIC with immediate effect, shall issue a notice and initiate the proceedings under relevant law at the prevalent time or as amended from time to time.

- 6.5 In addition to the above Clause-6.4, the contractor shall be liable to pay the monthly hire-charges at the rate of 120% (One hundred and twenty percent) of the original charter hire rate till the time the vessels are legitimately handed over to the EIC by signing the Protocol of Handing Over/Taking over of the vessels by the Contractor.

7. Insurance

- 7.1 The Contractor shall arrange to insure the subject vessel(s) for their assessed valuation in the name of the Employer immediately on signing of Protocol of handing over of the subject vessel(s) to cover all risks i.e. fire, theft, damage (partial or full), riots, natural calamity / accident/ otherwise including any claim payable to any third party against total / partial loss or damage arising out of any situation contingent on plying and/ or mooring of the vessel on river and /or terminals and/or any other places where the vessel (s) may be repaired or kept or situated for such purpose from / on the date of signing of the Protocol of handing over, for the value as will be estimated by the EIC with the assistance of a registered/ recognized independent Valuer / Surveyor. The Insurance Policy shall be kept valid for the entire period of charter hire commencing from the date of signing of Protocol of handing over till the date of signing of Protocol of return / taking over of the vessel. This policy shall remain in force till return of the vessel(s) to the EIC through signing of the Protocol of return. The Insurance Policy will be issued in favor of the Employer, being the legal owner of the vessel(s) and the original policy will be submitted to the EIC by the Contractor within ten (10) days of signing of the Protocol of handing over. Such insurance policy shall be kept in force by renewals from year to year or for such period as may be necessary and the endorsements issued by the Insurance Company for such renewals from time to time will be submitted in original by the Contractor to the EIC, prior to expiry of the validity of the Insurance Policy. The Insurance Policy shall be obtained from any Nationalized Insurance Company in India.

The insurance shall be done by the Contractor in the following manner:

- (a) The vessel including hull and machinery;
- (b) Comprehensive insurance, including wreck removal; and
- (c) Protection & Indemnity insurance

The Contractor shall also maintain at his own cost, personal and accident insurance for all the crew being transported on the vessel to cover any incident or accident or mishap that may occur during the course of the chartering period. The Authority will be indemnified from any such incident or accident or mishap and will not be responsible for any such events or effects thereof.

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

8. Arbitration

- 8.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender document, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement reached within a period of 30 days from the date on which the above-mentioned dispute or difference arose.

The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, Chairperson, IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation

(Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award.

In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018."

9. Laws Governing the Contract

- 9.1 The laws of India shall govern this contract.
- 9.2 The Hon'ble High Court(s) of the zone where the vessel(s) are under operation (under the respective Field Directorates of IWAI) shall have jurisdiction to decide any dispute arising out of or in respect of contract, but not settled through the dispute resolution provision in the contract.

10. Other Provisions

- 10.1 Each vessel given on bare boat charter shall operate as per all the rules and regulations as defined under the Inland Vessel Act, 1917 and as amended. In addition, the Contractor shall also ensure that all the rules & regulations of Prevention of Collision on National Waterways Regulations, 2002 and National Waterway, Safety of Navigation and Shipping Regulations, 2002 as prescribed in the Inland Waterways Authority of India Act, 1985 are adhered to at all times. In case of contravening any of the rules and regulations of the above Acts, the penalties as mentioned therein in the Acts shall be payable by the Contractor. The vessel shall be operated with sufficient under keel clearances at all times for safe operations. Under no circumstances, the Contractor shall carry any load beyond the registered capacity of the vessel(s), neither shall they carry any explosive materials, chemicals and / or contraband / disbanded materials in the vessels of the Authority given on charter. The vessels shall be used as designed as a cargo vessel only and no deck cargo will be allowed.
- 10.2 In case of any order for acquisition of vessel(s) as may be issued by the Central or State Government(s) for national requirement of emergent nature or otherwise, the EIC shall take possession of the vessel(s) forthwith without giving any notice to the Contractor. However, on completion of such requirement in the interest of the nation, the vessel(s) will again be handed over by the EIC to the Contractor for the remaining period of the term of the contract. The period for which the vessel will be withdrawn on such an eventuality, will not be counted towards the term of the contract. Further, the Contractor will submit an assessment report of the available board stores, spares and stock of POL etc. at the time of possession of the vessel(s) by the EIC and also at the time of possession of the vessel(s) from the EIC based on which the differential amount will be determined.
- 10.3 The Contractor shall not make any addition / alternation of any kind whatsoever in the vessel without prior written and express permission of the EIC.
- 10.4 The Contractor shall be solely responsible for securing own cargo, transportation, loading and unloading etc. thereof. The Contractor shall be solely responsible for any damage to and / or shortage of cargo carried in the EIC's vessel(s). The Authority shall not be responsible under any circumstances and in any manner whatsoever for any loss and / or damage to the cargo.
- 10.5 Nothing contained in this Contract shall be construed as establishing or creating

between the Parties, a relationship of master and servant or principal and agent.

- 10.6 The Contractor should notify the Employer of any material change in their status, in particular, where such change would impact their performance of obligations under this contract.
- 10.7 The Contractor shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- 10.8 The Contractor shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.

11. Schedule Service

- 11.1 Each vessel given on Bare-Boat charter shall operate under Schedule-Service twice in every twelve (12) month in any one of the sectors to/fro between, as mentioned below:
 - a) Sagar-Island/ Haldia/ Kolkata and Patna / Varanasi / Pandu/ Dhubri / Karimganj through Indo-Bangladesh Protocol Route,
 - b) Any other sector having Origin and Destination pair distance of 500 Kilometres in NW-1, NW-2, NW-16, NW-86 and NW-97 or the O-D pair as decided by the Employer.
- 11.2 The Contractor shall ensure and in advance plan and inform the E-I-C along with the details of Schedule-Service, 45 days prior of commencement of the said Schedule-Service. E-I-C shall take pro-active necessary actions to provide necessary support to the contractor to commence and complete the respective Schedule-Service. The E-I-C shall exempt the Contractor of the hire-charges for the duration of the Schedule-Service on pro-rata basis on actual number of days or One (01) month, whichever is lesser, taken to complete the Schedule Service between O-D pairs mentioned above.

SECTION - VIII: ANNEXES

ANNEX - I INTEGRITY AGREEMENT

(To be executed on non-judicial stamp paper of INR 100 and signed by the Contractor and the same is to be signed by Authorized Signatory / Competent Employer on behalf of IWAI)

This Integrity Agreement is made at on thisday of 2020

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Secretary, Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred to as the 'Employer', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual / firm / Company) through (Hereinafter referred to as the (details of duly authorized signatory) "Bidder / Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble:

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/.....) (hereinafter referred to as "Tender / Bid") and intends to award, under laid down organizational procedure, contract for ".....(insert name of assignment)"

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

1. It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge of or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means of a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under the law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor (s) and the Bidder(s)/Contractor(s) accepts and undertakes to respect and uphold the Employer's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

2. Forfeiture of Counter Security & Performance Security: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security, Counter Security of the Bidder(s)/Contractor(s).
3. Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/ Prevention of Corruption Act (PCA), or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder(s) / Contractor(s) declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder(s)/Contractor(s) makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Employer.
3. If the Bidder(s)/Contractor(s) can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors

1. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
2. The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Employer will disqualify Bidder(s) / Contractor(s), who do not submit, the duly signed Integrity Pact between the Employer and the Bidder(s) / Contractor(s), along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires 18 months after the completion of work under the contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Employer.

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Compliance of other Regulation:

The Bidder(s)/Contractor(s), shall ensure that all applicable laws of social security acts shall have been commissioned in strict compliance with regulations viz., industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF/ESI compliance, working conditions and technical codes and requirement as applicable from time to time. Non-compliance of above-mentioned regulations/acts shall be deemed breach of contract on the part of Bidders/contractors

Article 9: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder / Contractor)

WITNESSES:

2.

(Signature, name and address)

3.

(Signature, name and address)

Place :

Date :

ANNEX – II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Chairperson
Inland waterways Authority of India
Ministry of Ports, Shipping and Waterways, Govt. of India
A-13, Sector-1, Noida (U.P.)
Pin- 201301

In consideration of the (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Contractor**”) as a follow up to the Letter of Award no.....dated..... issued by the Employer for “.....(*insert name of assignment*)”, on production of Performance Security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Contractor to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the **Contractor** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement

have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We **(Bank)** shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this Guarantee after 180 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until Or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee shall be discharged even there is a change in the constitution of the Bank or the **Contractor**.

8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2020

for

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the bank and Branch

(SEAL)

ANNEX – III: AGREEMENT FORM

(To be executed on non-judicial stamp paper of INR 100 and signed by the Contractor and the same is to be signed by Authorized Signatory / Competent Employer on behalf of IWAI)

.....(*insert name of the assignment*)

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONTRACTOR

This Agreement made on this.....day of.....Two thousand.....between Inland Waterways Authority of India, A – 13, Sector – 1, Noida – 201 301, U.P. (hereinafter called the “**IWAI**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) on one part and M/s.....having its office at(hereinafter called the “**Contractor**”, which expression shall, unless repugnant to the context be or meaning thereof, include its successors, permitted assigns and substitutes) on the other part.

WHEREAS IWAI is desirous of giving “.....(*insert name of the assignment*) **(the “Work”)**” as per the Work Order No.datedin accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

WHEREAS THE CONTRACTOR has agreed to undertake the “**Work**” on Terms and Conditions herein after set forth.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The Contractor shall undertake the **“Work”** as per the Work Order No.dated In accordance with the ToR & conditions of contract attached hereto all of which will form part this agreement.
3. The following documents shall be deemed to form and be read and construed as part of the Agreement, i.e.:
- (a) Agreement Form
 - (b) Integrity Agreement
 - (c) Letter of Award / Notice to proceed with the work
 - (d) Conditions of Contract
 - (e) Schedule of the price bid
 - (f) Technical Bid
 - (g) Addenda / Corrigenda
 - (h) Minutes of Pre-bid Meeting
 - (i) All Correspondences

The “Contractor” hereby covenants with IWAI to complete and maintain the “Works” in conformity in all respect, with the provisions of the Agreement.

The “IWAI” hereby covenants to charter the vessel(s) in running / operating condition with all machinery, equipment, fittings, stores, etc. in all respect, as per the provisions of the Agreement.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

For and on behalf of
(Inland Waterways Authority of India)

For and on behalf of
(Contractor)

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness – I

Witness – I

1) Signature _____

1) Signature _____

2) Name & Designation _____

2) Name & Designation _____

Stamp

Stamp

Witness – II

1) Signature_____

2) Name & Designation_____

Witness – II

1) Signature_____

2) Name & Designation_____

ANNEX - IV: DETAILS OF BANK ACCOUNT
(To be submitted on the letter head of the Bidder)

NAME OF THE PROJECT: _____

We _____ *(Name of the Bidder)* hereby declare our account details as given below.

Bank Account Number : _____

RTGS / NEFT / IFSC CODE : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH : _____

OF THE BANK

BRANCH CODE : _____

ACCOUNT TYPE

(SAVING / CURRENT / OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HERewith.

We hereby declare that the particulars given above are correct and complete.

Signature of Authorized Signatory

Name & Designation

Date:

Place:

ANNEX-V: BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a Bank Account No.
..... with our branch and the bank particulars mentioned above are correct.

Authorized Signatory

Date:

Authorization No._____

Name:_____

Official Seal / Stamp

ANNEX-VI: LETTER OF ACCEPTANCE OF TENDER DOCUMENT

(To be submitted on the letter head of the Bidder)

To,

Date:

**Director (Traffic & Logistics),
Inland Waterways Authority of India,
A-13, Sector – 1, Noida - 201 301,
District: - Gautam Budh Nagar (U.P.)**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender / Work: -(insert name of the assignment)

Dear Sir,

1. I / We have downloaded / obtained the Tender document for the above mentioned 'Tender/ Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The response to clarifications / queries (if any) and / or corrigendum(s) (if any) issued from time to time by your department / organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above-mentioned Tender document / response to clarifications / queries (if any) / corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Tender / Bid including the suspending our firm/company for future bidding in IWAI.

Yours faithfully

(Signature of the Bidder, with Official Seal)

ANNEX – VII: RUNNING REPAIR AND MAINTENANCE SCHEDULE

1. Prior to commencement of the contractual period of charter hire, a joint inspection would be carried out by the Contractor's representative and IWAI's representative along with the registered Marine / Ship Surveyor and each & every movable and immovable item on board the vessel will be accounted for and recorded under joint signature and their general conditions noted for record. Similarly, at the end of the contractual period of charter hire, the aforesaid lists shall be cross checked through another joint "*off-hire*" inspection by the Contractor's representative, IWAI's representative and the approved Marine / Ship Surveyor. If any item is found to be missing or in a condition that cannot be attributed to normal wear & tear compared to the condition in which it was handed over, the cost of such loss / damage to the property shall be assessed by IWAI as per schedule / prevailing rate. The cost as assessed by IWAI will have to be paid by the Contractor to IWAI without any demur, otherwise the same shall be recovered from the Performance Security made by the Contractor with IWAI. The cost of this "*on-hire*" and "*off-hire*" joint inspection would be borne by the Contractor. In both the aforesaid cases, the Marine / Ship Surveyor will be appointed in consultation with the Authority and duly approved by the Authority.
2. At the time of handing over of the vessel(s) to the Contractor, a joint inspection would be carried out with regard to consumables (especially fuel oil and lubricants) and recorded. The cost of fuel oil and lubricants available on board the vessel at the time of taking over the vessel by the Contractor will have to be reimbursed by the Contractor to IWAI at the rate as on the date of signing Handing over protocol / taking over protocol.
3. General maintenance and upkeep of the vessel shall cover the following aspects, which shall be duly considered while submitting the price bid. It should be clearly understood that the list indicated below is only indicative and not exhaustive. All jobs which are of routine, general maintenance and upkeep in nature will be on account of the Contractor and IWAI will not have any financial liability whatsoever for the same.
 - (a) All rusted areas of exposed steel plates and structures in the hull, decks, super-structure, bulk-heads, casings, pipelines, bilges, stairs, vent pipes etc. including the outside hull up to the load water line of the vessel will be required to be chipped, scraped, wire brushed, cleaned and touched up by two coats of primer and two coats of finishing paint regularly at the interval of every 6 (six) months. Such paints shall be procured from reputed manufacturers like Berger, Shalimar, Jotun, etc.
 - (b) All bilges are to be regularly cleaned and it is to be ensured that there are no solid particles inside the bilges at any point of time. All tanks are to be regularly checked and inspected for leak proof-ness and all fittings such as cocks, gauges, glasses, valves etc., are to be repaired and maintained as necessary.
 - (c) The entire recommendation, passage, decks, alleyways, engine room, floors, Ford and aft, stores space, store galley, bathroom and toilets including steering compartment to

be cleaned of all rubbish / garbage at all times. All lights, fans, door locks, taps, basin, sink to be kept in working condition at all times.

- (d) Necessary repair of the fender should be undertaken as and when required for efficient and safe operation of the vessel.

- (e) **MAIN ENGINES AND THE ALTERNATOR ENGINES**

Main propulsion engines and alternate engines are to be checked and all consumable to be renewed / replaced as necessary.

Filter elements are to be changed simultaneously at the time of replacement of lube oil. Fuel oil filter to be changed after every 500 hours of running. Injectors testing to be done after every 500 hours of running. Air cleaner element to be cleaned after 100 hours running and to be replaced after 1000 hrs. In addition -

- (i) L.O. filter elements to be renewed after every 250 hours running.
- (ii) Draining and renewing of L.O. to be done after 250 hours running.
- (iii) Injector calibration and testing to be done after every 1000 hours of running.
- (iv) Tightening of cylinder head nuts to be carried out after every 150 hours of running.
- (v) De-carbonizing of cylinder head valve grinding and fuel injector pump to be done after every 1500 hours of running.
- (vi) Top overhauling to be carried out after every 3000 hours of running.

Periodical calibration of fuel pump and injectors, de-carbonization of exhaust units and replacement of all running spares at appropriate time to be carried out regularly. A log book is to be maintained in engine room specifically for this purpose and entries to be made regularly for the inspection of IWAI's representative at any point of time. Heat exchangers are to be regularly checked, cleaned and descaled as per requirement including replacement of the cool as necessary. Pumps and all other equipment are to be maintained regularly for their proper functioning.

- (f) **GEAR BOXES**

Gear Boxes are to be maintained regularly and the lube oil pressure and temperature to be entered into log book during inspection twice every day. Lube oil also to be drained/ cleaned and refilled with new lube oil after every 1000 hours of running along with Lube oil filter elements.

- (g) **AIR COMPRESSOR SYSTEM**

The Air Compressors are to be checked regularly for air tightness of valves, pipelines and air bottles etc.

- (h) **STERN GEAR**

Stern Gears are to be regularly checked, stern glands to be attended as required and proper cooling of stern gear system to be ensured. Leakage of stern tube oil to be

checked and remedial actions to be taken at the first instance. The machinery as indicated above are to be checked twice a day and the condition entered into log book kept in the Engine Room for scrutiny of IWAI's representative. If at any point of time, it is observed that any of the above machinery is not behaving properly or if any unusual observation is made which is not attributable to regular routine maintenance and upkeep, then the same is to be brought to the notice of IWAI at the first instance. The cause of abnormal behavior is to be analyzed jointly with IWAI's representative(s) and corrective action to be initiated by the Charterer at the earliest.

All pumps in the engine room mainly cooling pumps, bilge pump, G.S. pump, transfer pumps, fire pumps etc. shall be periodically checked and maintained for ensuring their proper functioning during operation.

(i) **ELECTRICAL EQUIPMENT**

All Electrical Equipment Namely Main Switch Board, panel boards, consoles, electric motors, gallery equipment (Electrically Operated) and all other electric fittings including domestic appliances shall be checked and maintained periodically to ensure their proper functioning. Record of insulation to be furnished to IWAI at the interval of every 6 (six) months.

(j) **DECK MACHINERY**

All Deck Machinery namely wind glass, capstan, davit, ventilation fan etc. shall be regularly checked for preventative maintenance. Some of these items which may not be regularly used will be subjected to periodical drill to check proper functioning of the same.

(k) **STEERING GEAR**

Regular check of Steering Gear unit shall be carried out. Change of hydraulic oil, repair and maintenance of hydraulic valves, rudder angle indicator, pipelines, cleaning of filters etc. shall be undertaken periodically to ensure normal operation of the vessel as necessary.

(l) In case of underwater repair/dry docking of the vessel required due to fault of the charterer / his crew in operation/ maintenance of vessel, the responsibility of the repair shall be of the charterer and the hire charges shall be payable as per agreement.

(m) The statutory dry-docking of any of the cargo vessels is to be conducted once in every 3-4 years. which shall be at the cost of IWAI. However, the Contractor shall inform at least three (3) months in advance to IWAI when such statutory dry dock repairs are becoming due to make estimates and arrangements for statutory dry dock repairs. Charter hire charge for the exact period of such statutory survey repair will be waived by IWAI.

- (n) The Contractor should furnish to IWAI record of engine room log, bridge log and record of maintenance and repair (both engine side and deck side) of each vessel on monthly basis.

- 4. The Contractor shall insure the vessel(s) for all risks that may be involved in undertaking the various operations for which the vessel shall be deployed and IWAI shall not be liable against 3rd Party claims or any claim whatsoever.

At the time of return / taking over the vessel(s), joint inspection will be carried out before handing / taking over including under water inspection by the drivers in presence of Contractor's representative, IWAI's representative along with IWT surveyor/ Government Surveyor for an assessment of general condition of the vessel, various machinery and equipment and recorded under joint signature. In afloat condition, under water inspection will be carried out by divers arranged by IWAI, however, the cost has to be borne by the Contractor. If any item is found missing or defective and the general condition of the vessel is found to have deteriorated more than normal wear and tear, the cost thereof at the prevailing rate(s) would be required to be paid by the Contractor and IWAI reserves the right to en-cash the Performance Bank Guarantee fully or partially necessary and recover the cost as necessary.

- 5. The Contractor must use only OEM recommended spares. In case of any emergency requirement, local made items can be used only with the permission of IWAI, however same has to be replaced at the earliest by OEM spares. No such permission will be granted in respect of any critical components.

ANNEX - VIII: LOG SHEET FOR REGULAR MAINTENANCE

a) Preliminary Sheet

Item	Issued By	Expiry Date
Certificate of Registration		
Class Certificate		
Certificate of Survey		
Minimum manning Certificate		
Certificate of Competency of Master and Driver		

b) Detailed Sheet

Item	Check Point	Periodicity	Finding
Communication system W/H and E/R, W/H and steering gear room, W/H and Radio Room	Checking the satisfactory operational order of the means of communication between the navigation bridge and machinery control position and steering positions. (electric phones, public address system, acoustic tube, etc.)	Monthly	
Emergency generator	Operation Test. 1. Testing of the emergency diesel generator in both manual and automatic modes, as applicable, for at least 20 minutes. 2. The compartment is kept in satisfactory condition of cleanliness, ventilation and that no materials are improperly stored inside. 3. Level of fuel in the tank is sufficient and that batteries are charged. 4. Coupling of the emergency generator on the emergency switchboard, 5. The operation and all emergency functions are satisfactory.	Weekly	
Discharge test of fire-fighting system by operation of main Air pumps and emergency fire pump	Operation test. Sufficient Delivery Pressure. Isolation valves operable. No leakage of fire lines. Confirmation of F.O tank level for emergency fire pump engine. Easy of operation by crew. Inspection and test of fixed fire-fighting system: 1. Pipelines are in satisfactory condition, showing no trace of corrosion or leakage.	Every 2 months	

Item	Check Point	Periodicity	Finding
	2. Distribution valves outside the space are in operating condition. 3. Inspection of water nozzles at random and found in order. 4. Visual & Audible alarm automatic activation is functioning.		
Steering gear (S/G) System Examination and test 12 hours before departure from port.	Operation of main and aux. S/G (full movement of the rudder). Remote control system. Emergency power supply. Rudder angle indicators in relation to actual position. Testing of alarms. Automatic isolating arrangement. (if any) Visual inspection of S/G and connecting Linkage. Operation instruction with block diagram in W/H, S/G room.	Before each departure/ every 3 months	
Emergency steering gear drill (every 3 months) if applicable	Practice of emergency steering procedure (including direct control, communication, alternative power). 1. Condition of the compass at emergency steering position found satisfactory. 2. Communication system between the main steering position and emergency steering position found satisfactory.	Every 3 months	
Echo sounder	1. Operating condition satisfactory. 2. Measures & displays the available depth of water.	Daily routine	
Indicators for rudder angle, propeller RPM (pitch & side thrusters)	1. Indicators available & working satisfactory.	Daily routine	
All Navigational Lights	1. Main and emergency power in service and reserve lights available for: a) Fore & aft masthead lights b) Side lights c) Stern light d) Anchor lights e) Not-under-command lights f) Distribution panel. 2. Audio & Visual alarm working satisfactory.	Daily Routine	
Life Saving Appliances (LSA) Lifebuoys for ships	As per rule requirement lifebuoys with marking and	Monthly	

Item	Check Point	Periodicity	Finding
etc.	<p>retro-reflective tape.</p> <p>Two buoys on bridge wings with quick release gear attached to self – igniting light (SIL) & smoke signals. Illumination of SILs. Validity of smoke signals.</p> <p>Operation of release gear.</p> <ul style="list-style-type: none"> - A buoy with SILs on each side. Illumination of SILs. - A buoy with buoyant line of 27.5 meters in length of each side. - A buoy without attachment on each side. 		
Lifejackets	<ul style="list-style-type: none"> - A lifejacket for every person on board with retro reflective tapes. - Additional life jackets for persons on watch and for use and survival craft stations. - Each lifejacket with a whistle & light. 	Monthly	
General emergency alarm	Operation of alarm	Monthly	
Fire damper	<p>1. Closing arrangements, including automatic means of closure when fitted, are in satisfactory order. In areas:</p> <ul style="list-style-type: none"> - Cargo holds - Engine room - Accommodation spaces - Control station - Other spaces - Clear marking of “close-open”. 	Weekly	
Main fire pumps and Emergency fire-pump	<ul style="list-style-type: none"> - Operate satisfactorily. - Proper pressure maintained. - Pressure gauges in good order. 	Weekly	
Fire main piping	<p>Inspection and test of fire mains:</p> <p>1. Inspection and hammer testing of the fire main under pressure, with particular attention to:</p> <ul style="list-style-type: none"> a. Areas where dirt may accumulate (entrapped areas in way of hatch coamings, stays) b. Areas prone to corrosion (lower parts of the pipe, crossing of coaming stays, areas of collars, etc.) <p>2. Valves isolating the fire</p>	Monthly	

Item	Check Point	Periodicity	Finding
	main section in the machinery space from the other section(s) of the fire main in operating order.		
Hydrants	General inspection of fire cabinets on deck, in the accommodations and in the machinery space; Hydrants: 1. Adequacy of hydrants and hoses couplings 2. Valves handles in operating condition	Weekly	
Fire hoses, cabinet	Hoses and cabinets: 1. Fire cabinets and hose wheels in satisfactory condition. Spanner key provided in each fire cabinet. 2. All hoses in place and in satisfactory condition. 3. Number of hoses in compliance with the fire control plan. Hoses ring seals in satisfactory condition.	Weekly	
Nozzles	1. Provided in the vicinity of the fire hose. 2. All nozzles in operating order. 3. Adequacy of nozzles. 4. All nozzles of a dual-purpose type (spray/ jet) incorporating a shut-off	Weekly	
Portable fire extinguishers (foam, CO2, dry powder)	1. Number of portable fire extinguishers of each type according to the fire control plan. 2. Cylinders are in good condition, without serious corrosion. 3. Fire extinguishers: 4. Number and type of all fire extinguishers against the fire control plan. 5. Content by hand weighing estimation. 6. Next servicing due date and that the label is properly posted.	Monthly	
Emergency lights	1. Testing of the emergency lighting on battery source of power and on emergency generator source of power as applicable. 2. All emergency lights are in good order.	Weekly	
Means of escapes	1. Means of escape is unobstructed, that steps	Weekly	

Item	Check Point	Periodicity	Finding
	and handrails are in satisfactory order and that lighting is operating properly.		
VHF installation	1. Operation of the VHF installation on the prescribed channel by using routine test calls to another ships and listening watches on other known stations.	Daily	
Superstructure end bulkhead	Within the limitation of wastage, no heavy corrosion, holes. Condition of gaskets and clamping device in good order. Checking for absence of corrosion, deformation and fractures, with particular attention to lower part of superstructures and deck houses walls.	Every 3 months	
Access hatches and Machinery space openings	Checking overall condition for absence of heavy corrosion and deformations. Checking effective watertightness: checking that the gaskets are not hardened or painted over; the condition of channel bars and compression bars, checking that no dogs are missing and that they are all free. Checking the condition of hatch coamings for absence of corrosion & fractures and checking that they have not been pierced even temporarily (unauthorized passage of piping, loose electrical cables, etc.)	Every 3 months	
Cargo hatches	Effective whether tightness in good order Hatch coamings in good condition, no heavy wastage, holes. Condition of gasket on clamping devices of covers in good order. Battens and wedges available on board in good order. Checking the satisfactory condition of hatch covers, for absence of corrosion, deformation and fractures clamping devices, retaining devices, cleating:	Monthly after each cargo operation	

Item	Check Point	Periodicity	Finding
	<ul style="list-style-type: none"> - chain or rope pulley - guides, guide rails and track wheels, stoppers, etc. - wires, chains, gypsies, tensioning devices - hydraulic systems essential to closing and securing - safety locks and retaining devices 		
Manholes flush scuttles,	<p>Checking the cover for absence of deformation.</p> <p>Checking that the studs and nuts are complete and in satisfactory condition.</p>	Every three months	
Ventilators	<p>Checking of the condition of the coamings and covers, for absence of corrosion, holes and deformations</p> <p>Checking that the closing appliances/dampers are not seized or missing;</p> <p>Checking that the gaskets and closing devices are in order.</p>	Monthly after each cargo operation.	
Air pipes	<p>Coamings in good condition, no heavy corrosion, holes.</p> <p>Air pipes heads in good condition, no heavy corrosion, wastage.</p> <p>Floats in the heads in good order.</p> <p>Wire gauzes in good condition.</p>	Monthly after each cargo operation	
Freeing ports	Draining arrangement in good order.	Monthly after each cargo operation	
Bulwarks and stays, guard rails, Lifelines gangways, Passages	Checking of the Condition for absence of corrosion, deformations, fractures with particular attention to the bulkwark stays ends	Every 3 months	
Main deck plating, cross deck plating	Condition in good order, no heavy wastage, corrosion, cracks	Every month	
Fo'cle deck plating poop deck plating	Condition in good order, no heavy wastage, corrosion, cracks	Every month	
Cargo holds	<p>Bulkheads, frames, tank top plating in good condition.</p> <p>No heavy corrosion, wastage, holes or cracks.</p> <p>Access ladders, piping in good condition, no heavy wastage, holes</p>	Every month	
Main engines and auxiliaries	Ensuring that main engines and auxiliary engines are kept in safe operating condition,	Daily routine	

Item	Check Point	Periodicity	Finding
	<p>clean and free from leakage, with a particular attention being paid to the following systems:</p> <ul style="list-style-type: none"> - Remote & emergency starting system working properly without air leakage (if applicable), including operational condition of safety valves and pressure gauges, etc. - Fuel oil and lubricating oil systems (including pumps, filters, heat exchangers and piping) to be maintained in satisfactory condition, free of any leakage. - Fresh and sea water systems to be kept without any leakage, patches etc. - Exhaust gas system to be properly insulated and free of any leakage. Colour of exhaust gas to be noted - Safety devices operational. - Local and remote monitoring systems and temperature/ pressure gauging systems to be kept in satisfactory operational condition. - Machinery control room equipment and indicators, alarms, etc. to be kept in satisfactory operational condition. 		
Piping	<p>No heavy corrosion and leakage.</p> <p>All valves operate satisfactorily</p> <p>Missing clamps, vibrations in pipelines, any loose connections etc.</p>	Weekly	
Cleanliness of E/R	Must be clean without rubbish or waste oil.	Daily routine	
Lighting in E/R, Acc. Spaces, control station, working room, and other spaces	<p>Checking that all spaces are properly lit and that lighting equipment is maintained in satisfactory condition with the view to preventing from electrical shocks.</p> <p>Repairs where necessary to be carried out (such as missing or broken lights, missing or damaged protective covers, unprotected switch panel or junction boxes,</p>	Weekly	

Item	Check Point	Periodicity	Finding
	unprotected/loose electrical cables, damaged cable glands and electrical connections, etc.)		
Anchor & chain Cables	<ol style="list-style-type: none"> 1. Condition of Anchor, chain and cable found in good order: <ol style="list-style-type: none"> a. Absence of heavy wastage, cracks, missing studs and markings. b. Stowage condition is in order. 2. Condition of chain locker found satisfactory. 3. Bitter-end secured appropriately. 	Monthly	
Windlass	<p>Operating condition of the winches and clutch in good order.</p> <ul style="list-style-type: none"> - Condition of the brake lining and brake control, brake bands in good order - Condition of the windlass foundations, and gratings in good order. 	Monthly	
Mooring system	<ol style="list-style-type: none"> 1. Operating condition of winches found satisfactory; and 2. foundations of winches and capstans found satisfactory. condition. 3. fairleads, bollards and mooring bitts found in satisfactory condition. 	Monthly	
Sanitary facilities and Shower rooms, washbasin.	<ol style="list-style-type: none"> 1. Toilets are neat and clean, flushes are working and not leaking and floor tiles are in good condition. 2. The doors can properly close and be locked. 3. The floor drainage is in good condition. 4. Sanitary spaces are sufficiently lit, heated and ventilated. 5. Where there is more than one toilet in a compartment, they are sufficiently screened to ensure privacy. 6. Hot and cold running fresh water is available in all wash places. 	Weekly	
Galley	<ol style="list-style-type: none"> 1. Galleys, pantries and food preparation areas are clean and no blocked drain, damaged flooring or tiling. 2. fridges are in operating order, clean and regularly defrosted. 		

Item	Check Point	Periodicity	Finding
	All spaces and equipment for the storage and handling of food and drinking water; and Galley and other equipment for the preparation and service of meals.		

ANNEX - IX: FORMAT OF BANK GUARANTEE FORM FOR COUNTER SECURITY

To
The Chairperson
Inland waterways Authority of India
Ministry of Ports, Shipping and Waterways, Govt. of India
A-13, Sector-1,
Noida (U.P.)
Pin- 201301

In consideration of the (hereinafter called "**Employer**") having to enter into an Agreement with M/s (hereinafter called the "**Contractor**") as a follow up to the Letter of Award no.....dated..... issued by the Employer for ".....(*insert name of assignment*)", on production of Counter Security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Contractor**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the payment of charter hire charges of Contractor towards the monthly invoice / bills issued / generated by the Employer to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the **Contractor** shall have no claim against us for making such payment.
3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Award and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of

completion of Works as per the Agreement. We **(Bank)** shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this Guarantee after 365 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL YOUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee shall be discharged even there is a change in the constitution of the Bank or the **Contractor**.

8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the of 2020

for

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the bank and Branch

(SEAL)

ANNEX-X: INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time, i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is

to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
