

( Reference document WB – Non consulting 4-07 ev1)

Procurement of  
Non-consulting services for  
Cargo and Ro-Ro Vessel hiring  
for  
Capacity Augmentation of  
National Waterway-1. (River Ganga)

**REQUEST FOR BID**

RFB No. NCB No: IN-IWAI-55630A-NC-RFB

Issued on: August '2018



**Client: Inland Waterways Authority of India, Ministry of Shipping,  
Government of India**

**Country: INDIA**

**Project: Capacity Augmentation of National Waterway – 1  
(Jal Marg Vikas Project)**

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# Part I – Bidding Procedures

## Section I. Instructions to Bidders

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## Instructions to Bidders

### A. General

- 1. Scope of Bid**

  - 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**

  - 2.1 The Borrower, as **defined in the BDS**, intends to apply part of the funds of a loan from the World Bank, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.
- 3. Corrupt or Fraudulent Practices**

  - 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. <sup>1</sup> In pursuance of this policy, the Bank:

    - (a) defines, for the purposes of this provision, the terms set forth below as follows:

      - (i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice"<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices

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<sup>3</sup> For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

#### **4. Eligible Bidders**

4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or

for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

## 5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as



profit and loss statements and auditor's reports for the past five years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified**

**in the BDS;**

- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

**6. One Bid per Bidder**

- 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**7. Cost of Bidding**

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

**8. Site Visit**

- 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services

and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Documents**

- 9. Content of Bidding Documents**
- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- |              |   |
|--------------|---|
| Section I    | Instructions to Bidders                                 |
| Section II   | Bidding Data Sheet                                      |
| Section III  | Bidding Forms   |
| Section IV   | Eligible Countries                                      |
| Section V    | Activity Schedule                                       |
| Section VI   | General Conditions of Contract                          |
| Section VII  | Special Conditions of Contract                          |
| Section VIII | Performance Specifications and Drawings (if Applicable) |
| Section IX   | Contract Forms  |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding

documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### C. Preparation of Bids

#### 12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

#### 13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

#### 14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of

Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

**15. Currencies of Bid and Payment**

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
  - (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

**16. Bid Validity**

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional

period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## 17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
  - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity

period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

- 17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.
- 17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 34;
    - (ii) furnish a Performance Security in accordance with ITB Clause 35.
- 17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

## **18. Alternative Proposals by Bidders**

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical

specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

### 19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

### D. Submission of Bids

### 20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address **provided in the BDS**;

(b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract;



and

- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**21. Deadline for Submission of Bids**

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**22. Late Bids**

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

**23. Modification and Withdrawal of Bids**

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no

change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination of Responsiveness**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, 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.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

**29. Currency for Bid Evaluation**

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

**or**

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

**30. Evaluation and Comparison of Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or

other price modifications offered in accordance with ITB Sub-Clause 23.5.

- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 31. Preference for Domestic Bidders** 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

## **F. Award of Contract**

- 32. Award Criteria** 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids** 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.
- 34. Notification of Award and Signing of Agreement** 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that

the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

### **35. Performance Security**

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid

Security.

**36. Advance  
Payment and  
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

**37. Adjudicator**

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.





## Section II. Bidding Data Sheet

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	<p>The Employer is:</p> <p><i>Vice Chairman &amp; The Project Director, Project Management Unit JMVP – NW-1 Project, Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 12022424544</i></p>
	<p><i>The identification number of the NCB is - IN-IWAI-55630A-NC-RFB Procurement of non-consulting services for Cargo and Ro-Ro Vessel hiring for Capacity Augmentation of National Waterway-1 ( River Ganga) per Technical specifications given in Section VII. Schedule of Requirements.</i></p>
<b>1.2</b>	The Intended Completion Date ( Hiring Period ) is 2 years from date of Mobilization cum delivery of Vessel at Kolkata upon signing the Contract
<b>2.1</b>	<p>The Borrower is: <i>Government of India.</i></p> <p><i>IBRD Loan number: IBRD P-8752– IN Amount: US\$ 375 Million</i></p>
<b>2.1</b>	<p>The name of the Project is:</p> <p><i>“Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas)Project”</i></p>
<b>4.4</b>	A list of debarred firms is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>
<b>5.2</b>	Prequalification <b><u>NOT</u></b> been undertaken.
<b>5.3</b>	<p>The Qualification Information and Bidding forms to be submitted are as follows: <b><u>NOT Applicable</u></b></p> <p>The participating bidders shall submit their information cum details in the format provided at <b><i>Part-II Information &amp; Vessel wise – Data Sheet.</i></b></p>
<b>5.4</b>	The information needed for Bids submitted by joint ventures is as follows: <b><u>in case of JV, not more than three ( 3) are allowed.</u></b>
<b>5.5</b>	The qualification criteria in Sub-Clause 5.5 are modified and provided at Section III , Bidding Forms

<b>5.5(b)</b>	The experience required to be demonstrated by the Bidder is provided at Section-III, Qualification Information's																								
<b>5.5(b) .1</b>	<p><b><u>Bulk Cargo Vessel</u></b></p> <p>The technical Criteria to assess the Suitability of the <b>Bulk Cargo Vessel</b> offered for Time Charter shall be on following parameters other than as defined in this tender documents</p> <table border="1" data-bbox="349 504 1339 934"> <thead> <tr> <th>Sl no</th> <th>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>Vessel Age including Last Dry Dock</b></td> <td><b>10</b></td> </tr> <tr> <td>2</td> <td><b>Vessel suitability w.r.t Length, Beam, Draft, Air Draft, Speed. ( 5*5)</b></td> <td><b>25</b></td> </tr> <tr> <td>3</td> <td><b>Vessel Performance Cost per TKM</b></td> <td><b>20</b></td> </tr> <tr> <td>4</td> <td><b>Vessel carrying capacity w.r.t Draft</b></td> <td><b>20</b></td> </tr> <tr> <td>5</td> <td><b>Vessel Management</b></td> <td><b>15</b></td> </tr> <tr> <td>6</td> <td><b>Financials – Turn over details</b></td> <td><b>10</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Points</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions shall be determined above <b>Total weightage : 100</b>  <b>The minimum technical score (St) required to pass is: 80</b></p>	Sl no	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal	Points	1	<b>Vessel Age including Last Dry Dock</b>	<b>10</b>	2	<b>Vessel suitability w.r.t Length, Beam, Draft, Air Draft, Speed. ( 5*5)</b>	<b>25</b>	3	<b>Vessel Performance Cost per TKM</b>	<b>20</b>	4	<b>Vessel carrying capacity w.r.t Draft</b>	<b>20</b>	5	<b>Vessel Management</b>	<b>15</b>	6	<b>Financials – Turn over details</b>	<b>10</b>	<b>Total Points</b>		<b>100</b>
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<b>5.5(b) .2</b>	<p><b><u>Ro-Ro Vessel</u></b></p> <p>The technical Criteria to assess the Suitability of the <b>Ro-Ro Vessel</b> offered for Time Charter shall be on following parameters other than as defined in this tender documents</p> <table border="1" data-bbox="349 1228 1339 1606"> <thead> <tr> <th>Sl no</th> <th>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>Vessel Age including Last Dry Dock</b></td> <td><b>10</b></td> </tr> <tr> <td>2</td> <td><b>Vessel suitability w.r.t Length, Beam, Draft, Air Draft, Speed. ( 5*5)</b></td> <td><b>25</b></td> </tr> <tr> <td>3</td> <td><b>Vessel Performance Cost per TRUCK</b></td> <td><b>20</b></td> </tr> <tr> <td>4</td> <td><b>Vessel carrying capacity w.r.t Draft</b></td> <td><b>20</b></td> </tr> <tr> <td>5</td> <td><b>Vessel Management</b></td> <td><b>15</b></td> </tr> <tr> <td>6</td> <td><b>Financials – Turn over details</b></td> <td><b>10</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Points</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions shall be determined above <b>Total weightage : 100</b>  <b>The minimum technical score (St) required to pass is: 80</b></p>	Sl no	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal	Points	1	<b>Vessel Age including Last Dry Dock</b>	<b>10</b>	2	<b>Vessel suitability w.r.t Length, Beam, Draft, Air Draft, Speed. ( 5*5)</b>	<b>25</b>	3	<b>Vessel Performance Cost per TRUCK</b>	<b>20</b>	4	<b>Vessel carrying capacity w.r.t Draft</b>	<b>20</b>	5	<b>Vessel Management</b>	<b>15</b>	6	<b>Financials – Turn over details</b>	<b>10</b>	<b>Total Points</b>		<b>100</b>
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<b>5.5 C</b>	The Cargo Vessels offered for hiring shall be owned by the bidder. The Vessels may be obtained on Lease basis from other party along with the submission of Valid lease agreement.																								

7.0	<p>TENDER FEES is required: yes</p> <p><b>Tender fees is INR 1000.00</b></p> <p>Applicants submitting their bid in the downloaded version would need to submit the tender fee along with their bid at the time of bid submission in the form of a crossed non-refundable demand draft for the above amount drawn in favour of “IWAI FUND” payable at NOIDA / Delhi .</p>
<p><b>B. Contents of Bidding Documents</b></p>	
10.1	<p>Bidding process information is published at; <a href="http://www.iwai.nic.in">http://www.iwai.nic.in</a> &amp; <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></p> <p>For <b>Clarification of bid purposes, kindly forward the queries through</b> Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:rkant.iwai@nic.in">rkant.iwai@nic.in</a> or in hard copies.</p> <p>Attention:  <i>Vice Chairman &amp; The Project Director,  Project Management Unit JMVP - NW-1 Project,  Address: A-13, Sector – 1  City: Noida, Gautam Buddha Nagar, Uttar Pradesh  ZIP Code: 201301 ; Country: India  Telephone: +91 12022424544</i></p> <p><u><a href="#">All requests for clarifications should be sent by e-mail not later than 15 (Fifteen) days prior to the date of bid submission.</a></u></p>
	<p>The number of copies of the Bid to be completed and returned shall be _____</p> <p>a. <b>Technical Proposal:</b> one (1) original and 2 – copy;  a. <b>Soft Copy of Technical Proposal in CD or Pen drive</b></p> <p>b. <b>Financial Proposal: only - one (1) original.</b> ( Hard Copy)</p> <p>c.1 <b>Bid Security in INR 12.5 Lacs</b> in case of offering of <b>TWO</b> Bulk Cargo Vessel  <b>or INR 6.25 lacs</b> in case of offering only <b>ONE</b> Bulk Cargo Vessel</p> <p>c.2 <b>Bid Security in INR 14.5 Lacs</b> in case of offering of <b>TWO</b> RO-RO Vessel  <b>or INR 7.25 lacs.</b> in case of offering of <b>ONE</b> RO-RO Vessel</p> <p><b>c3 Tender Document Fees in INR 1000.00</b></p>
	<p>A Pre-Bid meeting will take place at the following date, time and place:  <b><u>Date: 20<sup>th</sup> September 2018</u></b> <b><u>Time: 14.30 hours</u></b></p> <p>Place: Noida  Jal Marg Vikas Project  Inland Waterways Authority of India,  A-13, Sector-1,  Noida - 201301, Uttar Pradesh, India</p>

<b>C. Preparation of Bids</b>	
<b>12.1</b>	<p>Language of the bid: <b><u>English</u></b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b>.</p>
<b>13.1</b>	<p>The additional materials required to be completed and to be submitted are:</p> <ul style="list-style-type: none"> <li>• <i>Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.</i></li> </ul> <p>Bidders shall include the scanned copy of following information and documents with their bids online.</p> <ul style="list-style-type: none"> <li>• The bidder is required to submit the proof of the ownership of Vessel(s) or have valid lease agreement for the complete contract period with owners of these Vessels</li> <li>• The copies of the Valid Registration certificate of vessel(s)/ proof of availability of vessel(s) either owned or hired with details of vessel(s) offered is to be given,</li> <li>• The copies of the survey certificate of the Vessel(s) and also the certificate(s) test from appropriate Authority.</li> <li>• Availability of technical, managerial and skilled personnel for this work. Qualification /competence certificate and experience of technical personnel/crew proposed for the contract.</li> <li>• Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past three years.</li> <li>• Evidence of adequacy of working capital for this contract [access to line(s) of credit and availability of other financial resources].</li> <li>• Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;</li> <li>• An affidavit on a Stamp Paper, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the document as specified shall make the bid non-responsive.</li> <li>• Scanned copy to be submitted along with the proposal.</li> <li>• The tenderer shall agree to the terms &amp; conditions of the tender and return the tender duly signed in each page for agreeing the same.</li> </ul>
<b>14.3</b>	<p>All duties, taxes and other levies payable by the Service Provider shall be included in the bid prices. However, Goods &amp; Service Tax which will be payable extra as legally applicable shall be excluded.</p>
<b>14.4</b>	<p>The Contract <i>is a <b><u>FIRM PRICE CONTRACT</u></b></i> subject to price adjustment in</p>

	accordance with Clause 6.6 of the Conditions of Contract.
<b>15.1</b>	Local inputs shall be quoted in <b><i>Included in your offer as Lump Sum Price</i></b>
<b>16.1</b>	The period of Bid validity shall be <b><i>120 days</i></b> after the deadline for Bid submission specified in the BDS.
<b>17.1</b>	Bid Security shall be in the form of a Bank Guarantee OR Demand Draft issued by a bank located in the Purchaser's country (Nationalized or Scheduled Commercial Bank in India).  <b><i>Proposals with out the Bid security shall not be opened.</i></b>
<b>17.2</b>	<b><i>Bid Security</i></b> <b><i>Bids Should accompany the following ( for Bulk Cargo Vessel):</i></b>  <b><i>In the event bidder is offering 2 no of Bulk Cargo Vessel</i></b> The amount of Bid Security / Earnest Money shall be <b><i>INR 12.50</i></b> Lacs or an equivalent amount in a freely-convertible currency. <b><i>In the event bidder is offering 1 no of Bulk Cargo Vessel</i></b> The Bidder(s) can furnish Charter ( Vessel ) wise Earnest Money with their proposal. And the Bid Security / Earnest Money shall be <b><i>INR 6.25 Lacs each of the Charter</i></b> or an equivalent amount in a freely-convertible currency.
<b>17.2.1</b>	<b><i>Bids Should accompany the following ( for Ro-Ro Vessel) :</i></b>  <b><i>In the event bidder is offering 2 no of Ro-Ro Vessel</i></b> The amount of Bid Security / Earnest Money shall be <b><i>INR 14.50</i></b> Lacs or an equivalent amount in a freely-convertible currency. <b><i>In the event bidder is offering 1 no of Ro-Ro Vessel</i></b> The Bidder(s) can furnish Charter ( Vessel ) wise Earnest Money with their proposal. And the Bid Security / Earnest Money shall be <b><i>INR 7.25 Lacs each of the Charter</i></b> or an equivalent amount in a freely-convertible currency.
<b>18.1</b>	Alternative bids <b><i>NOT Permitted.</i></b>
<b>18.2</b>	Alternative times for completion <b><i>NIL</i></b> permitted. If permitted, the range of acceptable completion time is: <b><i>NIL</i></b> .  If alternative times for completion are permitted, the evaluation method will be as follows: <b><i>NOT APPLICABLE</i></b> .
<b>18.4</b>	Alternative technical solutions shall be permitted for the following parts of the Services: <b><i>NOT APPLICABLE</i></b> .

	If alternative technical solutions are permitted, the evaluation method will be as follows: <u><b>NOT APPLICABLE</b></u> .
<b>D. Submission of Bids</b>	
	<b>The Bidder shall have the option of submitting their Proposals electronically.</b>
20.2	<p>The bidders shall submit the following ‘<b>Original Documents</b>’ at the following address :-</p> <p style="text-align: center;"><b>On or before the deadline for opening of bids</b> <b>(i.e. upto 03.00 PM on 12<sup>th</sup> October 2018)</b></p> <p><i>Vice Chairman &amp; Project Director, Project Management Unit JMVP - NW-1 Project, Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 12022424544</i></p> <p>either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive. The Bidder is solely responsible for to ensure submission of the requisite original documents before the stipulated time and date and the Purchaser will not be responsible for postal or courier delays.</p> <ol style="list-style-type: none"> <li>a) Original bid security in prescribed format as indicated in ITB 17</li> <li>b) Original written confirmation authorizing the signatory of the Bid to demonstrate the authority of the signatory to sign the bid on behalf of the Bidder as indicated in ITB 20.2</li> <li>c) Original affidavit vouching for the correctness of the information furnished and documents uploaded on the Letter head of the firm;</li> <li>d) One Original Technical Proposal + one Copy</li> </ol> <p>The above <b>Original Documents</b> should be inserted in an envelope and the envelope shall be sealed and addressed to the Purchaser at the address given below along with a Technical Proposal (one original &amp; one Copy) of the uploaded version.</p> <p>The envelope shall bear the following identification marks:</p> <p><b>NCB No: IN-IWAI-55630A-NC-RFB</b></p> <p><b><i>Procurement of non-consulting services for Cargo and Ro-Ro Vessel hiring for</i></b></p>

	<p><b>Capacity Augmentation of National Waterway-1 ( River Ganga)</b></p> <p><b>ii Not to be opened before:</b></p> <p><b><i>The date and time mentioned above</i></b></p> <p><b>(i.e. upto 03.30 PM on 12<sup>th</sup> October 2018)</b></p> <p><b>iii. Addressed to the Purchaser:</b></p> <p>Attention:</p> <p><i>The Project Director,</i></p> <p><i>Project Management Unit JMVP -NW-1 Project,</i></p> <p><i>Address: A-13, Sector – 1</i></p> <p><i>City: Noida, Gautam Buddha Nagar, Uttar Pradesh</i></p> <p><i>ZIP Code: 201301</i></p> <p><i>Country: India</i></p> <p><i>Telephone: +91 12022424544</i></p> <p><i>Electronic mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:rkant.iwai@nic.in">rkant.iwai@nic.in</a></i></p> <p><b>iv. Bear the Name and address of the Bidder: .</b></p> <p>If the above envelope containing the original documents is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the envelope.</p>
<p><b>20.2</b></p>	<p>The Bidder shall submit their bid electronically, in accordance with ITB 20.1, through the e-procurement portal.</p> <p>Bids are invited Electronically on Single Stage Two Envelope basis</p> <p><b>Electronic Envelope-I</b></p> <ol style="list-style-type: none"> <li>a. Bid Security, POA, Affidavit, etc</li> <li>b. JV Agreement ( if applicable )</li> <li>c. Part-II – Information &amp; Vessel Wise – Date Sheet</li> <li>d. Technical Proposal</li> <li>e. Signature of person signing bid with authorization</li> </ol> <p><b>Electronic Envelope-II</b></p> <ul style="list-style-type: none"> <li>• Price Proposal</li> </ul> <p>All the documents are required to be signed digitally by the bidder. Any document submitted through any other means will not be considered as part of the Bid except for the Originals specified in ITB 20.1. However bids shall be submitted along with documents listed at ITB 13.</p>

<p><b>20.2 and 20.3</b></p>	<p>The written confirmation of authorization (in the form of a Letter on Bidder's Letterhead) to sign on behalf of the Bidder, confirming the signature as a person duly authorized to sign should be attached with the bid. The name and position held by each person signing authorization must be typed below the signature.</p> <p>Each page of the entire bid should be numbered serially.</p> <p>All the documents uploaded on e-procurement platform under this Bidding process should be clearly readable. Any detail which is not readable shall not be taken into consideration for evaluation purpose and such bid may be treated as non-responsive.</p>
<p><b>Submission and Opening of Bids</b></p>	
<p><b>21.1</b></p>	<p>The Bidders shall upload the bid, in accordance with ITB 13 on the e-Procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>,</p> <p>No other mode of submission is permitted. Telex, Cable or Facsimile Bids shall be rejected as non-responsive.</p> <p>Bids submitted by any other means other than through e-procurement portal (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) shall be rejected.</p> <p>After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.</p>
<p><b>21.1</b></p>	<p><b>The deadline for uploading of bids on the e-portal is:</b></p> <p><b>Date: upto 12<sup>th</sup> October 2018 Time: 15.00 Hrs IST</b></p> <p>Purchasers Address is:</p> <p><i>Vice Chairman &amp; Project Director ( JMVP)</i>  <i>Inland Waterways Authority of India</i>  <i>Ministry of Shipping, Govt. of India</i>  <i>Project Management Unit</i>  <i>Address: A-13, Sector – 1</i>  <i>City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301</i>  <i>Country: India</i>  <i>Telephone: +91 12022424544</i>  <i>mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:rkant.iwai@nic.in">rkant.iwai@nic.in</a></i>  <i>Telephone: +91 12022424544</i></p>
	<p>The e- Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be considered as acknowledgement of the bid submission.</p>



## E. Bid Opening and Evaluation

**An online option of the opening of the Financial Proposals :- YES**

**24.1** *The Electronic Envelope I – containing Technical proposal along with following details shall be opened for only those bidders, whose Original documents stipulated at ITB- 20.1 (a) have been received.*

- a. Bid Security, POA, Affidavit, etc
- b. JV Agreement ( if applicable )
- c. Part-II – Information & Vessel Wise – Date Sheet
- d. Technical Proposal
- e. Signature of person signing bid with authorization

**Original documents and the Electronic Bids will be opened-**

**\*\* ( 1 day after closure of bid Submission date )**

at the following address:

**Office of**

Vice chairman & Project Director ( JMVP)  
Inland Waterways Authority of India,  
A-13, Sector-1, Noida, Uttar Pradesh, India - 201301.

**The Electronic Envelope II – containing Price Proposal**

*Along with breakup of prices will be opened for only those bidders who have fulfilled the **Qualification Criteria and Technical requirements & Eligibility Criteria**. And has been found meeting all the requirements as stipulated in this document, at a later date.*

*The shortlisted bidders shall be informed about such date.*

**Electronic Envelope-II - Price Proposal**

In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

**The Opening of Technical Bids shall be done on,**

**Date: 12<sup>th</sup> October 2018 Time: 15. 30 Hrs IST**

**Purchasers Address is:**

Vice Chairman & Project Director ( JMVP)  
Inland Waterways Authority of India  
Ministry of Shipping, Govt. of India  
Project Management Unit  
Address: A-13, Sector – 1  
City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301  
Country: India  
Telephone: +91 12022424544  
mail address: [vc.iwai@iwai.gov.in](mailto:vc.iwai@iwai.gov.in) , [rkant.iwai@nic.in](mailto:rkant.iwai@nic.in)

	<i>Telephone: +91 12022424544</i>
<b>29.1</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: INR</b></p> <p><b>The official source of the selling (exchange) rate is: Reserve Bank of India</b></p> <p><b>The date of the exchange rate is: Date of Opening</b></p>
	<p>For the purpose of the evaluation, the Client will exclude:</p> <p>(a) all local identifiable indirect taxes, CST etc</p> <p>(b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p> <p>(c.) GST to be quoted as the only Tax admissible on reimbursement basis, all other taxes, if any to be included in the basic monthly rates.</p>
<b>31.0</b>	<p>Domestic preference "<i>shall not be</i>" be a bid evaluation factor.</p> <p>The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>F. Award of Contract</b>	
	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> .....2018</p> <p><b>Address:</b> IWAI Office, A-13, Sector – 1, Noida – 201301, Uttar Pradesh, India</p>
	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</b></p> <p><b><u><a href="http://www.iwai.nic.in">www.iwai.nic.in</a></u>; <u><a href="http://www.devbusiness.com">www.devbusiness.com</a></u>, <u><a href="http://shipping.nic.in">http://shipping.nic.in</a></u></b></p> <p>The publication will be done within <b>14 days after the contract signing.</b></p>
<b>35.0</b>	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of Bank Guarantee for an amount equivalent to 10% of the Contract Price.</p>

	<p><b>Expected date for the commencement of the Services: 30 days from date of Signing of Contract.</b></p> <table border="1" data-bbox="381 304 1291 814"> <tr> <td data-bbox="381 304 479 388"><b>1</b></td> <td data-bbox="479 304 889 388">Vessel(s) Delivery Range Dates ( LayCan)</td> <td data-bbox="889 304 1291 388">One Month after Signing of Contract</td> </tr> <tr> <td data-bbox="381 388 479 430"><b>2</b></td> <td data-bbox="479 388 889 430">Vessel(s) Delivery Place</td> <td data-bbox="889 388 1291 430">Kolkata</td> </tr> <tr> <td data-bbox="381 430 479 472"><b>3</b></td> <td data-bbox="479 430 889 472">Vessel(s) Redelivery Place</td> <td data-bbox="889 430 1291 472">Kolkata</td> </tr> <tr> <td data-bbox="381 472 479 514"><b>4</b></td> <td data-bbox="479 472 889 514">Duration of Charter</td> <td data-bbox="889 472 1291 514">2 Year</td> </tr> <tr> <td data-bbox="381 514 479 646"><b>5</b></td> <td data-bbox="479 514 889 646">Survey validity &amp; Insurance</td> <td data-bbox="889 514 1291 646">Shall be kept valid throughout the Charter Period.</td> </tr> <tr> <td data-bbox="381 646 479 814"><b>6</b></td> <td data-bbox="479 646 889 814">Dry docking during the Time Charter ( TC) period</td> <td data-bbox="889 646 1291 814">Allowed on replacement with vessel of similar particulars Within 15 days.</td> </tr> </table>	<b>1</b>	Vessel(s) Delivery Range Dates ( LayCan)	One Month after Signing of Contract	<b>2</b>	Vessel(s) Delivery Place	Kolkata	<b>3</b>	Vessel(s) Redelivery Place	Kolkata	<b>4</b>	Duration of Charter	2 Year	<b>5</b>	Survey validity & Insurance	Shall be kept valid throughout the Charter Period.	<b>6</b>	Dry docking during the Time Charter ( TC) period	Allowed on replacement with vessel of similar particulars Within 15 days.
<b>1</b>	Vessel(s) Delivery Range Dates ( LayCan)	One Month after Signing of Contract																	
<b>2</b>	Vessel(s) Delivery Place	Kolkata																	
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<b>4</b>	Duration of Charter	2 Year																	
<b>5</b>	Survey validity & Insurance	Shall be kept valid throughout the Charter Period.																	
<b>6</b>	Dry docking during the Time Charter ( TC) period	Allowed on replacement with vessel of similar particulars Within 15 days.																	
<b>36.1</b>	<p>The Advance Payment shall be of 10 ( ten ) percent of the Contract Price against the Secured Bank Guarantee as per the Employers format attached .</p> <p>a. 5% ( five) percent at the upon Signing of Contract</p> <p>b. 5% (five) percent at the time of Handing over of Vessel at Kolkata.</p>																		
<b>37.1</b>	<p>The Adjudicator proposed by the Employer shall be from CMMI (Company of Master Management of India.)</p> <p>The daily fee for this proposed Adjudicator shall be Rs 10,000.00</p>																		



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## **Section III. Bidding Forms**

### **Table of Forms**

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## Service Provider's Bid

[date]

To: Project Director,  
Project Management Unit,  
Capacity Augmentation of the National Waterway – 1 Project (Jal Marg Vikas),  
Inland Waterways Authority of India,  
(Ministry of Shipping, Government of India)  
Head Office: A-13, Sector – 1, Noida – 201301, India

Dear Sirs:

We, the undersigned, offer to execute “Procurement of non-consulting services for Cargo and Ro-Ro Vessel hiring for Capacity Augmentation of National Waterway-1 ( River Ganga) “ in accordance with your Request for Proposal dated ..... and our Technical Proposal. which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant. }

We accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator.

[or]

We do not accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this

Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 16.1.
- (d) We meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 3.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 35.1 of the Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "none")		

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,  
Yours sincerely,

Authorized Signature {In full and initials}:\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name):

In the capacity of: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**Enclosure. Vessel Wise Data Sheet**

## Qualification Information – Bulk Cargo Vessel

Annexure to Technical proposal submission form –

### Vessel Wise Data Sheet ( without Prices)

<b>1</b>	<b>Name of the charterer</b>		
<b>2</b>	<b>Name of Owners</b> <i>Principal place of business:</i>		
<b>3</b>	<b>Name of the Ship</b>		
	• <i>Name of Shipyard ( where built)</i>		
	• <i>Place of Registration</i>		
	• <i>Insurance Company &amp; Details</i>		
	• <i>Period of Insurance</i>		
	• <i>Class if any</i>		
<b>4</b>	<b>AGE</b>		
	• <i>Year Built – Age</i>		
	• <i>Last Dry dock and Age of Engine</i>		
<b>5</b>	<b>Ship Particulars</b>		
	• <i>Ship - Type ( Inland Vessel, RSV etc.)</i>		
	• <i>Number of Engines</i>	<b>Engine-1</b>	<b>Engine-2</b>
	• <i>Engine Particulars --- ..... Type</i>		
	• ..... <i>Make</i>		
	• ..... <i>Power</i>		
	• <i>No of Rudders ( one / Two )</i>		
<b>6</b>	<b>Ship Details</b>		
	• <i>LOA – Length Over All – Maxm 85 M</i>		
	• <i>Length – between Perpendicular’s</i>		
	• <i>Beam- Maxm.- 15M</i>		
	• <i>Depth</i>		
	• <i>Hatch Cover (Yes/No), Type</i>		
<b>7</b>	<b>Draft and Capacity</b>		
	• <i>Maximum Loaded Draft in Fresh Water</i>		
	• <i>Cargo Carrying Capacity at Maximum Draft (Deadweight –Constant - Fuel and Fresh Water for 15days)</i>		
	• <i>Cargo Carrying Capacity at 2.2m draft (Deadweight –Constant - Fuel and Fresh Water for 15days)</i>		
	• <i>Lightship Weight</i>		
	• <i>Constant</i>		
	• <i>Air Draft – 10 M</i>		
<b>8</b>	<b>Speed</b>		
	• <i>Guaranteed Speed (Fully Loaded) desirable 8Kts.</i>		
	• <i>Speed at 2.2m draft</i>		
<b>9</b>	<b>Fuel Consumptions</b>		
	• <i>Fuel Consumption at 2.2m draft at speed on 8 above</i>		
	• <i>Fuel Consumption at Fully Loaded Guaranteed Speed</i>		
	• <i>Vessel Performance Cost per TKM</i>		



<b>10</b>	<b>Vessel Management</b>	
	<ul style="list-style-type: none"> <li>• <i>Company's management experience</i></li> <li>• <i>Experience in Ship Management or Ship Operation in Inland waters</i></li> <li>• <i>Experience in Cargo transportation in National Waterways</i></li> </ul>	
<b>11</b>	<b>Financial Turn Over of last 3 years</b>	
	<b>2017-18</b>	
	<b>2016-17</b>	
	<b>2015-16</b>	
	<b>2014-15</b>	
<b>12</b>	<i>Registration certificate of Cargo Vessels , proof of availability of Vessel owned or on lease with details of Vessel offered is to be given.</i>	
<b>13</b>	<i>The Cargo Vessels offered for hiring shall be registered under Inland Vessel Act, 1917 or any other equivalent Act like MS ( Merchant Shipping ) and shall be river worthy having valid Certificate of Survey along with the required statutory safety appliances.</i>	
<b>14</b>	<i>Performance certificate (Speed and Fuel Consumption required at 8 &amp; 9 Above) / authentic certificate issued by IRS or any approved classification society or Statutory organizations like state IWT Directorate/MMD.</i>	
<b>15</b>	<b><u>Undertaking for Acceptance of the Terms &amp; Conditions of Charter Party as attached at Annex --A</u></b>	
<b>16</b>	<i>Undertaking to mobilize the vessel(s) at site within two week from the date of Signing of the Contract or issue of Notification of award.</i>	
<b>17</b>	<i>To attach all the relevant scanned copies of the documents duly signed &amp; Stamped along with the Power of attorney of signatory of Bid.</i>	
Sn.	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal	Points
1	<b>Vessel Age including Last Dry Dock</b>	<b>10</b>
2	<b>Vessel suitability w.r.t Length, Beam, Draft, Air Draft, Speed. ( 5*5)</b>	<b>25</b>
3	<b>Vessel Performance Cost per TKM</b>	<b>20</b>
4	<b>Vessel carrying capacity w.r.t Draft</b>	<b>20</b>
5	<b>Vessel Management</b>	<b>15</b>
6	<b>Financials – Turn over details</b>	<b>10</b>
<b>Total Points</b>		<b>100</b>
The number of points to be assigned to each of the above positions shall be determined above		
<b>Total weightage :</b>		<b>100</b>
<b>The minimum technical score (St) required to pass is: 80</b>		

<b>Qualification Information – Ro-Ro Vessel</b> <u>Annexure to Technical proposal submission form –</u> <b>Vessel Wise Data Sheet ( without Prices)</b>			
<b>1</b>	<b>Name of the charterer</b>		
<b>2</b>	<b>Name of Owners</b> <i>Principal place of business:</i>		
<b>3</b>	<b>Name of the Ship</b>		
	<ul style="list-style-type: none"><li>Name of Shipyard where built</li></ul>		
	<ul style="list-style-type: none"><li>Place of Registration</li></ul>		
	<ul style="list-style-type: none"><li>Insurance Company &amp; Details</li></ul>		
	<ul style="list-style-type: none"><li>Period of Insurance</li></ul>		
	<ul style="list-style-type: none"><li>Class if any</li></ul>		
<b>4</b>	<b>AGE</b>		
	<ul style="list-style-type: none"><li>Year Built - Age</li></ul>		
	<ul style="list-style-type: none"><li>Last Drydock date</li></ul>		
<b>5</b>	<b>Ship Particulars</b>		
	<ul style="list-style-type: none"><li>Ship - Type ( Inland Vessel, RSV etc.)</li></ul>		
	<ul style="list-style-type: none"><li>Number of Engine</li></ul>	<b>Engine-1</b>	<b>Engine-2</b>
	<ul style="list-style-type: none"><li>Engine Particulars ---           ..... Type</li></ul>		
	<ul style="list-style-type: none"><li>.....Make</li></ul>		
	<ul style="list-style-type: none"><li>.....Power</li></ul>		
	<ul style="list-style-type: none"><li>No of Rudders ( one /Two )</li></ul>		
<b>6</b>	<b>Ship Details</b>		
	<ul style="list-style-type: none"><li>LOA – Length Over All – Maxm 65 M</li></ul>		
	<ul style="list-style-type: none"><li>Length – between Perpendicular's</li></ul>		
	<ul style="list-style-type: none"><li>Beam- Maxm.- 15M</li></ul>		
	<ul style="list-style-type: none"><li>Moulded Depth</li></ul>		
	<ul style="list-style-type: none"><li>Deck Space for Ro-Ro</li></ul>		
	<ul style="list-style-type: none"><li>No of Ramps with dimensions &amp; Hoisting Arrangements.</li></ul>		
	<ul style="list-style-type: none"><li>Axle Load – allowed.</li></ul>		
<b>7</b>	<b>Draft and Capacity</b>		
	<ul style="list-style-type: none"><li>Maximum Loaded Draft in Fresh Water</li></ul>		
	<ul style="list-style-type: none"><li>Cargo Carrying Capacity at Maximum Draft (Deadweight –Constant - Fuel and Fresh Water for 15days)</li></ul>		
	<ul style="list-style-type: none"><li>Cargo Carrying Capacity at 2.2m draft (Deadweight –Constant - Fuel and Fresh Water for 15days)</li></ul>		
	<ul style="list-style-type: none"><li>Lightship Weight</li></ul>		
	<ul style="list-style-type: none"><li>Constant</li></ul>		
	<ul style="list-style-type: none"><li>Air Draft – 10 M</li></ul>		
<b>8</b>	<b>Speed</b>		
	<ul style="list-style-type: none"><li>Guaranteed Speed (Fully Loaded) desirable 8Kts.</li></ul>		
	<ul style="list-style-type: none"><li>Speed at 2.2m draft</li></ul>		
<b>9</b>	<b>Fuel Consumptions</b>		

	<ul style="list-style-type: none"> <li>Fuel Consumption at Speed specified in 8 above</li> <li>Fuel Consumption at Fully Loaded Guaranteed Speed</li> <li>Vessel Performance Cost per TKM</li> </ul>	
<b>10</b>	<b>Vessel Management</b>	
	<ul style="list-style-type: none"> <li>Company's management experience</li> <li>Experience in Shipment Management or Ship Operation in Inland waters</li> <li>Experience in Cargo transportation in National waterways</li> </ul>	
<b>11</b>	<b>Financial Turn Over of last 3 years</b>	
	<b>2017-18</b>	
	<b>2016-17</b>	
	<b>2015-16</b>	
	<b>2014-15</b>	
<b>12</b>	<b>Registration certificate of Cargo Vessels , proof of availability of Vessel owned or on lease with details of Vessel offered is to be given.</b>	
<b>13</b>	<b>The Cargo Vessels offered for hiring shall be registered under Inland Vessel Act, 1917 or any other equivalent Act like MS ( Merchant Shipping ) and shall be river worthy having valid Certificate of Survey certificate along with the required statutory safety appliances.</b>	
<b>14</b>	<b>Performance certificate (Speed and Fuel Consumption required at 8 &amp; 9 Above) / authentic certificate issued by IRS or any approved classification society or Statutory organizations like state IWT Directorate/MMD.</b>	
<b>15</b>	<b>Undertaking for Acceptance of the Terms &amp; Conditions of Charter Party as attached at Annex --A</b>	
<b>16</b>	<b>Undertaking to mobilize the vessel(s) at site within 15 days from the date of Signing of the Contract or issue of Notification of award.</b>	
<b>17</b>	<b>To attach all the relevant scanned copies of the documents duly signed &amp; Stamped along with the Power of attorney of signatory of Bid.</b>	
Sn.	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal	Points
1	<b>Vessel Age including Last Dry Dock</b>	<b>10</b>
2	<b>Vessel suitability w.r.t Length, Beam, Draft, Air Draft, Speed. ( 5*5)</b>	<b>25</b>
3	<b>Vessel Performance Cost per TKM</b>	<b>20</b>
4	<b>Vessel carrying capacity w.r.t Draft</b>	<b>20</b>
5	<b>Vessel Management</b>	<b>15</b>
6	<b>Financials – Turn over details</b>	<b>10</b>
<b>Total Points</b>		<b>100</b>
The number of points to be assigned to each of the above positions shall be determined above		
<b>Total weightage :</b>		<b>100</b>
<b>The minimum technical score (St) required to pass is: 80</b>		

Section 4 – Financial Proposal – Standard Forms

<b>Bulk Cargo Vessel ....</b>					
<b>Sl.no</b>	<b>Deliverables</b>	<b>Details of Bulk Cargo Vessels as in details in Data Sheets.</b>			
		<b>Bulk Cargo Vessel- 1</b>	<b>Bulk Cargo Vessel- 2</b>	<b>Bulk Cargo Vessel- 3</b>	<b>TOTAL</b>
<b>1</b>	Present Location of the Bulk Cargo Vessel				
<b>2</b>	Vessel Details				
<b>3</b>	Name				
<b>4</b>	Description, make, Age of Vessel				
<b>5</b>	Conditions – New, Good, Poor				
<b>6</b>	Owner ship – Owned, Leased , to be Purchased				
<b>7</b>	Registration Certificate.				
<b>8</b>	Certificate of Survey./ Insurance				
<b>9</b>	Vessel Trim, Displacement & Stability Booklets				
<b>10</b>	Draft				
<b>11</b>	Speed				
<b>12a</b>	Fuel Type				
<b>12b</b>	Fuel Consumption				
<b>13</b>	Vessel Management.				
<b>14</b>	Details of last Five Clients				
<b>15</b>					
<b>16</b>	Delivery Time at Kolkata (Date)				
<b>17</b>	Misc Any other good feature information				

Ro-Ro Vessel ....					
Sl.no	Deliverables	Details of Ro-RO Vessels as in details in Data Sheets.			
		Ro-Ro Vessel- 1	Ro-Ro Vessel- 2	Ro-Ro Vessel- 3	TOTAL
1	Present Location of the Ro-Ro Vessel				
2	Vessel Details				
3	Name				
4	Description, make, Age of Vessel				
5	Conditions – New, Good, Poor				
6	Owner ship – Owned, Leased , to be Purchased				
7	Registration Certificate.				
8	Certificate of Survey./ Insurance				
9	Vessel TRIM & Stability Booklets				
10	Draft				
11	Speed				
12a	Fuel Type				
12b	Fuel Consumption				
13	Vessel Management.				
14	Details of last Five Clients				
15					
16	Delivery Time at Kolkata (Date)				
17	Misc Any other good feature information				

## Qualification Information

<b>1. Individual Bidders or Individual Members of Joint Ventures</b>	1.1 Constitution or legal status of Bidder: <i>[attach copy]</i>  Place of registration: <i>[insert]</i> Principal place of business: <i>[insert]</i> Power of attorney of signatory of Bid: <i>[attach]</i>		
	1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: <i>[insert]</i>		
	1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.		
Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			
	1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).		
Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			
	1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.		
Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
	1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.		
Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			
	<b>1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and</b>		

	<p><b>attach copies.</b></p> <p><b>1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.</b></p> <p><b>1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.</b></p> <p><b>1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.</b></p>									
<b>Other party(ies)</b>	<table border="1"> <thead> <tr> <th data-bbox="526 699 943 774">Cause of dispute</th> <th data-bbox="943 699 1230 774">Details of litigation</th> <th data-bbox="1230 699 1481 774">Amount involved</th> </tr> </thead> <tbody> <tr> <td data-bbox="526 774 943 821">(a)</td> <td></td> <td></td> </tr> <tr> <td data-bbox="526 821 943 888">(b)</td> <td></td> <td></td> </tr> </tbody> </table>	Cause of dispute	Details of litigation	Amount involved	(a)			(b)		
Cause of dispute	Details of litigation	Amount involved								
(a)										
(b)										
	<p>1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.</p> <p>1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.</p>									
<b>2. Joint Ventures</b>	<p>2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.</p> <p>2.2 The information in 1.12 above shall be provided for the joint venture.</p> <p>2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.</p> <p>2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that</p> <p>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;</p> <p>(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and</p> <p>(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.</p>									

<p><b>3. Additional Requirements</b></p>	<p>3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.</p> <p><b>A. Eligibility Criteria :</b></p> <p>The tenderer shall meet the following pre-qualification criteria:</p> <ul style="list-style-type: none"> <li>i. Average annual financial turnover during last three years ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for .</li> <li>ii. Experience of having successfully completed similar works i.e. supply of Tugs /other vessels on hire and their operation in rivers, riverine ports/harbor , canals, intertidal zones with complete accessories during last 5 years.</li> </ul> <table border="1" data-bbox="532 825 1461 1854"> <tr> <td colspan="2" data-bbox="532 825 1461 913"> <p><b>iii-a. The bidder shall have executed the similar works as the following.</b></p> </td> </tr> <tr> <td colspan="2" data-bbox="532 913 1461 1098"> <p><b>In the Event the bidder is opting to participate in the complete Scope of Work, ie</b></p> <ul style="list-style-type: none"> <li><b>a. Bulk Cargo – 2 no’s</b></li> <li><b>b. Ro-Ro Vessels - 2 no’s</b></li> </ul> </td> </tr> <tr> <td data-bbox="532 1098 1000 1150"> <p><b>For Bulk Cargo Vessel - 2no’s</b></p> </td> <td data-bbox="1000 1098 1461 1150"> <p><b>For Ro-Ro Vessel - 2no’s</b></p> </td> </tr> <tr> <td data-bbox="532 1150 1000 1381"> <p><i>Three similar works costing not less than INR 250 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p> </td> <td data-bbox="1000 1150 1461 1381"> <p><i>Three similar works costing not less than INR 288 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p> </td> </tr> <tr> <td data-bbox="532 1381 1000 1619"> <p><i>Two similar works costing not less than INR 312 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p> </td> <td data-bbox="1000 1381 1461 1619"> <p><i>Two similar works costing not less than INR 360 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p> </td> </tr> <tr> <td data-bbox="532 1619 1000 1854"> <p><i>One similar work completed not less than INR 499 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> </td> <td data-bbox="1000 1619 1461 1854"> <p><i>One similar work completed not less than INR 576 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> </td> </tr> </table>	<p><b>iii-a. The bidder shall have executed the similar works as the following.</b></p>		<p><b>In the Event the bidder is opting to participate in the complete Scope of Work, ie</b></p> <ul style="list-style-type: none"> <li><b>a. Bulk Cargo – 2 no’s</b></li> <li><b>b. Ro-Ro Vessels - 2 no’s</b></li> </ul>		<p><b>For Bulk Cargo Vessel - 2no’s</b></p>	<p><b>For Ro-Ro Vessel - 2no’s</b></p>	<p><i>Three similar works costing not less than INR 250 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p>	<p><i>Three similar works costing not less than INR 288 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p>	<p><i>Two similar works costing not less than INR 312 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p>	<p><i>Two similar works costing not less than INR 360 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p>	<p><i>One similar work completed not less than INR 499 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p>	<p><i>One similar work completed not less than INR 576 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p>
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<p><i>One similar work completed not less than INR 499 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p>	<p><i>One similar work completed not less than INR 576 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p>												



<p><b>iii-b. The bidder shall have executed the similar works as the following.</b></p>	
<p><i>In the Event the bidder is opting to participate in the complete Scope of Work, ie</i></p>	
<p><i>c. Bulk Cargo – 1 no's</i></p>	
<p><i>d. Ro-Ro Vessels - 1 no's</i></p>	
<p><b><i>For Bulk Cargo Vessel – 1 no</i></b></p>	<p><b><i>For Ro-Ro Vessel – 1 no</i></b></p>
<p><i>Three similar works costing not less than INR 125 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p>	<p><i>Three similar works costing not less than INR 144 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p>
<p><i>Two similar works costing not less than INR 156 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p>	<p><i>Two similar works costing not less than INR 180 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p> <p><i>or</i></p>
<p><i>One similar work completed not less than INR 250 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p>	<p><i>One similar work completed not less than INR 290 lacs of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for;</i></p>
<p>iv. The tenderer should submit the copies of Registration Certificate of the firm/agency, Number of PF, ESI &amp; Service Tax issued by Competent Authority.</p>	
<p>v. The tenderer shall be an Income Tax assessee with valid PAN issued by I.T. Department and shall submit the Audited Balance Sheet for the last three years.</p>	
<p>vi. Latest certificate (within six months) of solvency from nationalized/scheduled Bank included in the second schedule of the RBI Act for not less than 30% of the estimated cost of each schedule quoted for or in aggregate of this amount for the no. of schedules quoted for.</p>	
<p>vii. The tenderer shall agree to the terms &amp; conditions of the tender and return the tender duly signed in each page for agreeing the same.</p>	

	<p>viii. The Earnest Money in the form of Bank Guarantee or Demand Draft to be submitted online along with the bid.</p> <p><b><i>The original demand draft for Tender Fee and EMD must be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, NOIDA-201301.</i></b></p> <p>ix. Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.</p> <p>x. The Cargo Vessels offered for hiring shall be owned by the bidder. The Vessels may be obtained on Lease basis from other party along with the submission of Valid lease agreement.</p> <p>xi. Registration certificate, proof of availability of Cargo Vessels owned or on lease with details of tug(s) offered is to be given.</p> <p>xii. The Cargo Vessels offered for hiring shall be registered under Inland Vessel Act, 1917 or any other equivalent Act and shall be river worthy having valid survey certificate along with the required statutory safety appliances.</p> <p><b>xiii. Tenderer shall have also to submit the authentic certificate on the bollard pull capacity of the Cargo Vessels offered issued by IRS or any approved classification society or Statutory organizations like state IWT Directorate/MMD.</b></p> <p>xiv. Cargo Vessels will be deployed anywhere in National Waterway-1. NW-2, IBP route.</p> <p>xv. Undertaking to mobilize the vessel(s) at site within LAYCAN Period from the date of signing of Contract.</p> <p><b>xvi the bidder can quote either for one or two or all schedules.</b></p> <p><b>xv. Evaluation shall be made considering each schedule separately and tender shall be finalized accordingly.</b></p> <p><b>B. Qualification of the Bidder</b></p> <p><b>3.1</b> All bidders shall include the scanned copy of following information and documents with their bids.</p> <p>(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.</p>
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	<p>(b) Total monetary value of similar works performed for each of the last five years.</p> <p>(b) Tender must be accompanied with scanned copy of all documentary evidence of credentials</p> <p>(c) viz. similar works done, performance certificate, financial performance ,registration and valid survey certificate of the Cargo Vessels proposed along with all other documents as specified in the tender</p> <p>(d) The bidder is required to submit the proof of the ownership of Cargo Vessel(s) or have valid lease agreement for the complete contract period with their owners.</p> <p>(e) The copies of the valid Registration certificate and survey certificate of the tug(s) and also the certificate of bollard pull test from appropriate Authority.</p> <p>(e) Qualification / competence certificate and experience of technical personnel / crew proposed for the contract.</p> <p>(f) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past three years.</p> <p>(h) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;</p> <p><b>3.2</b> The Firm Should have Qualified Crew members having valid licenses &amp; Authorization's on their Pay Rolls - <i>Kindly provide the details of the Crew members likely to be deployed on the Vessels with their ID proofs &amp; Licenses details.</i></p> <p><b>3.3</b> Bids from firms/company jointly or consortium are allowed. Memorandum of Understanding between the firms for joint bids to be submitted.</p>
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## FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Project Director,  
Inland Waterways Authority of India,  
Head Office: A-13, Sector – 1, Noida – 201301, India

Dear Sirs:

We, the undersigned, offer to provide the **Procurement of non-consulting services for Cargo and Ro-Ro Vessel hiring for Capacity Augmentation of National Waterway-1 ( River Ganga)** in accordance with your Request for Proposal dated ..... and our Technical Proposal.

Having examined the bidding documents including addenda No, we offer to execute the Contract in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price as tabulated below.

Sl.no	Deliverables	Fixed Rate per Month	Fuel Consumption Rate per Month	Total Amount
1	Bulk Cargo Vessel -1 with Names as per Tech5 & Data Sheets			
2	Bulk Cargo Vessel – 2 with Names as per Tech5 & Data Sheets			
3	Ro-Ro Vessel -1 with Names as per Tech5 & Data Sheets			
4	Ro – Ro Vessel – 2 with Names as per Tech5 & Data Sheets			
5				
	Sub – Total			
	Goods & Service Tax			
	Grand Total			
<b>Note:-</b>	<b><i>GST to be quoted as the only TAX admissible on reimbursement basis, all other taxes, if any, to be included in the basic monthly rates.</i></b>			

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, “excluding” of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}



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**Letter of Acceptance**  
*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

**or**

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract & Special Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;



- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

- Appendix A: Description of the Services
- Appendix B: Schedule of Payments
- Appendix C: Key Personnel and Subcontractors.. not used.
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services and Facilities Provided by the Employer
- Appendix G: Performance Incentive Compensation ... not used

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Employer*]

\_\_\_\_\_  
[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

\_\_\_\_\_  
[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

\_\_\_\_\_  
[*name of member*]

\_\_\_\_\_  
[*Authorized Representative*]

\_\_\_\_\_  
[*name of member*]

\_\_\_\_\_  
[*Authorized Representative*]

## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_

*[signature(s)]*

## Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called “the Principal”), and \_\_\_\_\_, **authorized to transact business in** \_\_\_\_\_, as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_<sup>6</sup> \_\_\_\_\_, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the construction of \_\_\_\_\_(hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

<sup>6</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

## Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: \_\_\_\_\_  
 Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of \_\_\_\_\_ starting on \_\_\_\_\_, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Corporate Seal (where appropriate)

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## Section IV. Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

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

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

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



	<p style="text-align: center;"><b>Section V. Activity Schedule</b></p> <p style="text-align: center;">Part-1 Terms of Reference</p> <p>Assignment Title:</p> <p style="text-align: center;"><b><u>Leasing of Cargo on Time Charter Basis</u></b> <b><u>for Capacity Augmentation of National Waterway-1. (River Ganga)</u></b></p>
<p><b>1.0</b></p>	<p><b>Introduction &amp; Background</b></p> <p>1.1 Inland Waterways Authority of India (IWAI) is a statutory body under Ministry of Shipping, Government of India. IWAI was set up 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) in the country and specifically National Waterways (NW).</p> <p>1.2 The Ganga-Bhagirathi-Hooghly river system from Allahabad to Haldia has been declared as National Waterway -1 (NW-1). It is a natural waterway of some 1,620km in length and passes through the States of West Bengal, Jharkhand, Bihar and Uttar Pradesh. It links the ocean gateway ports of Haldia and Kolkata to Bhagalpur, Patna, Ghazipur, Varanasi and Allahabad, their industrial hinterlands, and several industries located along the Ganga basin.</p> <p>1.3 Inland Water Transport (IWT) on NW-1 has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. This is being developed for use by modern inland water-way s operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the economic strategies the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce transport costs for the benefit of the entire economy and India’s global trade competitiveness.</p> <p>1.4 IWAI is undertaking a project namely Jal Marg Vikas Project (JMVP) for capacity augmentation on National Waterway -1 (Varanasi-Haldia stretch of the Ganga-Bhagirathi-Hoogly River System). The World Bank is providing Technical Assistance and Investment Support for the project. The project would enable commercial navigation of 1500-2000 tonnes from Haldia to Varanasi.</p> <p>1.5 The scope will broadly include development &amp; maintenance of – Fairway along Haldia – Varanasi stretch, multimodal terminals, new navigation lock and navigation aids. To promote environment friendly initiatives, development of LNG bunkering facilities along the corridor is also envisaged.</p> <p>1.6 IWAI has done a number of studies for assessing the potential of cargo movements on National Waterways through RITES, WAPCOS etc. Subsequently, under the Jal Marg Vikas Project which is being implemented through technical and financial assistance of World Bank, M/s Hamburg Port Consulting (HPC) was engaged to provide a comprehensive IWT development strategy.</p> <p>1.7 One of the objectives of this study was assessment of the existing and future transport and freight supply/demand situation in NW-1 and an identification of all infrastructure, institutional, regulatory, environmental, safety and commercial challenges hindering IWT competitiveness.</p>

2.0	<p><b>Objective of this Assignment</b></p> <p>In order to promote Cargo Transportation through Inland water Transport ( IWT) mode on NW1, IWAI intends to take the Cargo s on Time Charter Basis to support the transportation requirements on NW-1 with economic efficiency, low transport cost, high safety level including maneuverings in operation.</p>																			
3.0	<p><b>Duration of Work.</b></p> <p>The total period of <b>Time Charter ( TC )</b> of the vessels shall be two year from the date of delivery and acceptance of the at Kolkata.</p> <p><b>Commercial Particulars</b> Time charter Hire rate per month for next Two Years.</p>																			
4.0	<p><b>Area of Operation.</b></p> <p>The vessel will be operated in National Waterways; NW-1, NW-2 &amp; Indo-Bangladesh Protocol Route.</p>																			
	<p><b>Charter Condition</b></p> <table border="1" data-bbox="412 730 1435 1066"> <tr> <td data-bbox="412 730 509 806">1</td> <td data-bbox="509 730 922 806">Vessel(s) Delivery Range Dates ( LayCan)</td> <td data-bbox="922 730 1435 806">One Month after Signing of Contract</td> </tr> <tr> <td data-bbox="412 806 509 842">2</td> <td data-bbox="509 806 922 842">Vessel(s) Delivery Place</td> <td data-bbox="922 806 1435 842">Kolkata</td> </tr> <tr> <td data-bbox="412 842 509 877">3</td> <td data-bbox="509 842 922 877">Vessel(s) Redelivery Place</td> <td data-bbox="922 842 1435 877">Kolkata</td> </tr> <tr> <td data-bbox="412 877 509 913">4</td> <td data-bbox="509 877 922 913">Duration of Charter</td> <td data-bbox="922 877 1435 913">2 Year</td> </tr> <tr> <td data-bbox="412 913 509 989">5</td> <td data-bbox="509 913 922 989">Survey validity</td> <td data-bbox="922 913 1435 989">Shall be kept valid throughout the Charter Period.</td> </tr> <tr> <td data-bbox="412 989 509 1066">6</td> <td data-bbox="509 989 922 1066">Dry docking during the Time Charter ( TC) period</td> <td data-bbox="922 989 1435 1066">Allowed on replacement with similar particulars</td> </tr> </table>		1	Vessel(s) Delivery Range Dates ( LayCan)	One Month after Signing of Contract	2	Vessel(s) Delivery Place	Kolkata	3	Vessel(s) Redelivery Place	Kolkata	4	Duration of Charter	2 Year	5	Survey validity	Shall be kept valid throughout the Charter Period.	6	Dry docking during the Time Charter ( TC) period	Allowed on replacement with similar particulars
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6.0	<p><b>Broad Scope of the Work</b></p> <p><b>General Requirements</b></p> <ol style="list-style-type: none"> <li>a. The offered Vessel(s) should be compliant with Latest Inland vessels Act and its Certificate of Survey shall remain valid throughout the period of the contract.</li> <li>b. The Vessel(s) shall be supplied, manned and equipped to carry cargo on National Waterways.</li> <li>c. The Vessel(s) shall be maintained and kept operational throughout the Time charter ( TC) with all available features.</li> <li>d. The Vessel(s) shall be put off hire for any breakdown which is more than 4 hours on any day.</li> <li>e. The Vessel(s) may be allowed to Dry-dock with consent of IWAI after providing a replacement with similar particulars and operating speed, consumption and conditions at same rate.</li> <li>f. The performance of the Time Charter shall be governed by the Time Charter Agreement between the Bidder and IWAI attached at Annexure B &amp; C respectively for Bulk Cargo Vessels and Ro-Ro Vessels.</li> <li>g. All the communications and the bid will form part of the Time Charter Agreement.</li> </ol>																			



<p><b>6.1</b></p>	<p><b>Bidder / Company’s Particular’s</b></p> <ul style="list-style-type: none"> <li>a. Company’s name</li> <li>b. Company Profile and organization</li> <li>c. Experience in ship management or ship operation in Inland Waterways</li> <li>d. Experience in Cargo Transportation in Inland Waterways.</li> </ul>																																																																																	
<p><b>6.2.1</b></p>	<p><b>Required – Ranges for the Bulk Cargo Vessel(s)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">1</td> <td style="width: 60%;">Registered Vessel Name</td> <td style="width: 5%; text-align: center;">:</td> <td style="width: 30%;"></td> </tr> <tr> <td></td> <td>Year of built &amp; Age.</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Condition of the Vessel</td> <td style="text-align: center;">:</td> <td>Fully operational with all available features.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Vessel Type :</td> <td style="text-align: center;">:</td> <td>Inland</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Engine Particulars</td> <td style="text-align: center;">:</td> <td>Type ; Make ; Power</td> </tr> <tr> <td></td> <td>Age of the Engine</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td>Number of Engines</td> <td style="text-align: center;">:</td> <td>2 Nos</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Number of Rudders</td> <td style="text-align: center;">:</td> <td>2 Nos</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Length</td> <td style="text-align: center;">:</td> <td><b>Maximum 85m</b></td> </tr> <tr> <td style="text-align: center;">7</td> <td>Beam</td> <td style="text-align: center;">:</td> <td><b>Maximum 15m</b></td> </tr> <tr> <td style="text-align: center;">8</td> <td>Depth</td> <td style="text-align: center;">:</td> <td></td> </tr> <tr> <td style="text-align: center;">9</td> <td>Hatch cover</td> <td style="text-align: center;">:</td> <td>Required</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Maximum Draft</td> <td style="text-align: center;">:</td> <td></td> </tr> <tr> <td style="text-align: center;">11</td> <td>Capacity at Maximum draft</td> <td style="text-align: center;">:</td> <td>..... In Tons</td> </tr> <tr> <td style="text-align: center;">12</td> <td>Air Draft</td> <td style="text-align: center;">:</td> <td>Maximum 10m</td> </tr> <tr> <td style="text-align: center;">13</td> <td>Cargo Capacity at max 2.2m Draft</td> <td style="text-align: center;">:</td> <td>desirable about 1000MT</td> </tr> <tr> <td style="text-align: center;">14</td> <td>Speed (Guaranteed with 1000MT load in calm waters)</td> <td style="text-align: center;">:</td> <td>Minimum 8 knots</td> </tr> <tr> <td style="text-align: center;">15</td> <td>Speed at full load and fuel consumption at that Speed.</td> <td style="text-align: center;">:</td> <td>..... Knots</td> </tr> <tr> <td style="text-align: center;">16</td> <td>Fuel Consumption</td> <td style="text-align: center;">:</td> <td>{ Guaranteed at 8knots }   ... liters</td> </tr> <tr> <td style="text-align: center;">17</td> <td>Insured under first class hull &amp; machinery insurance and P&amp;I club as per IV Act</td> <td style="text-align: center;">:</td> <td>Required</td> </tr> </table>		1	Registered Vessel Name	:			Year of built & Age.				Condition of the Vessel	:	Fully operational with all available features.	2	Vessel Type :	:	Inland	3	Engine Particulars	:	Type ; Make ; Power		Age of the Engine			4	Number of Engines	:	2 Nos	5	Number of Rudders	:	2 Nos	6	Length	:	<b>Maximum 85m</b>	7	Beam	:	<b>Maximum 15m</b>	8	Depth	:		9	Hatch cover	:	Required	10	Maximum Draft	:		11	Capacity at Maximum draft	:	..... In Tons	12	Air Draft	:	Maximum 10m	13	Cargo Capacity at max 2.2m Draft	:	desirable about 1000MT	14	Speed (Guaranteed with 1000MT load in calm waters)	:	Minimum 8 knots	15	Speed at full load and fuel consumption at that Speed.	:	..... Knots	16	Fuel Consumption	:	{ Guaranteed at 8knots }   ... liters	17	Insured under first class hull & machinery insurance and P&I club as per IV Act	:	Required
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<b>6.2.2</b>	<p><b>Required – Ranges for the RO-RO Vessel(s)</b></p> <table border="1"> <tr> <td data-bbox="391 254 483 296">1</td> <td data-bbox="483 254 992 296">Registered Vessel Name</td> <td data-bbox="992 254 1024 296">:</td> <td data-bbox="1024 254 1528 296"></td> </tr> <tr> <td></td> <td data-bbox="483 296 992 338">Year of built &amp; Age.</td> <td></td> <td></td> </tr> <tr> <td></td> <td data-bbox="483 338 992 380">Condition of the Vessel</td> <td data-bbox="992 338 1024 380">:</td> <td data-bbox="1024 338 1528 380">Fully operational with all available features.</td> </tr> <tr> <td data-bbox="391 422 483 464">2</td> <td data-bbox="483 422 992 464">Vessel Type :</td> <td data-bbox="992 422 1024 464">:</td> <td data-bbox="1024 422 1528 464">Inland</td> </tr> <tr> <td data-bbox="391 464 483 579">3</td> <td data-bbox="483 464 992 579">Engine Particulars</td> <td data-bbox="992 464 1024 579">:</td> <td data-bbox="1024 464 1528 579">Type ; Make ; Power</td> </tr> <tr> <td></td> <td data-bbox="483 579 992 621">Age of the Engine</td> <td></td> <td></td> </tr> <tr> <td data-bbox="391 621 483 663">4</td> <td data-bbox="483 621 992 663">Number of Engines</td> <td data-bbox="992 621 1024 663">:</td> <td data-bbox="1024 621 1528 663">2 Nos</td> </tr> <tr> <td data-bbox="391 663 483 705">5</td> <td data-bbox="483 663 992 705">Number of Rudders</td> <td data-bbox="992 663 1024 705">:</td> <td data-bbox="1024 663 1528 705">2 Nos</td> </tr> <tr> <td data-bbox="391 705 483 747">6</td> <td data-bbox="483 705 992 747">Length</td> <td data-bbox="992 705 1024 747">:</td> <td data-bbox="1024 705 1528 747"><b>Maximum 65m</b></td> </tr> <tr> <td data-bbox="391 747 483 789">7</td> <td data-bbox="483 747 992 789">Beam</td> <td data-bbox="992 747 1024 789">:</td> <td data-bbox="1024 747 1528 789"><b>Maximum 15m</b></td> </tr> <tr> <td data-bbox="391 789 483 831">8</td> <td data-bbox="483 789 992 831">Depth</td> <td data-bbox="992 789 1024 831">:</td> <td data-bbox="1024 789 1528 831"></td> </tr> <tr> <td data-bbox="391 831 483 873">9</td> <td data-bbox="483 831 992 873">Hatch cover</td> <td data-bbox="992 831 1024 873">:</td> <td data-bbox="1024 831 1528 873">Not Required</td> </tr> <tr> <td data-bbox="391 873 483 915">10</td> <td data-bbox="483 873 992 915">Maximum Draft</td> <td data-bbox="992 873 1024 915">:</td> <td data-bbox="1024 873 1528 915">2.0 m at full load.</td> </tr> <tr> <td data-bbox="391 915 483 957">11</td> <td data-bbox="483 915 992 957">Capacity at Maximum draft</td> <td data-bbox="992 915 1024 957">:</td> <td data-bbox="1024 915 1528 957">..... 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Meters / Approx-15 Trucks</b></td> </tr> <tr> <td data-bbox="391 1094 483 1136">13.1</td> <td data-bbox="483 1094 992 1136"><b>Allowed Axle Load on DECK</b></td> <td></td> <td data-bbox="1024 1094 1528 1136">.....</td> </tr> <tr> <td data-bbox="391 1136 483 1209">14</td> <td data-bbox="483 1136 992 1209">Speed (Guaranteed with 1000MT load in calm waters)</td> <td data-bbox="992 1136 1024 1209">:</td> <td data-bbox="1024 1136 1528 1209">Minimum 8 knots</td> </tr> <tr> <td data-bbox="391 1209 483 1283">15</td> <td data-bbox="483 1209 992 1283">Speed at full load and fuel consumption at that Speed.</td> <td data-bbox="992 1209 1024 1283">:</td> <td data-bbox="1024 1209 1528 1283">..... 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Condition of the Vessel	:	Fully operational with all available features.	2	Vessel Type :	:	Inland	3	Engine Particulars	:	Type ; Make ; Power		Age of the Engine			4	Number of Engines	:	2 Nos	5	Number of Rudders	:	2 Nos	6	Length	:	<b>Maximum 65m</b>	7	Beam	:	<b>Maximum 15m</b>	8	Depth	:		9	Hatch cover	:	Not Required	10	Maximum Draft	:	2.0 m at full load.	11	Capacity at Maximum draft	:	..... In Tons	12	Air Draft	:	Maximum 10m	13	<b>Deck Space for Ro-Ro Cargo ( 15 Trucks)</b>	:	<b>Approx. 500 Sq. Meters / Approx-15 Trucks</b>	13.1	<b>Allowed Axle Load on DECK</b>		.....	14	Speed (Guaranteed with 1000MT load in calm waters)	:	Minimum 8 knots	15	Speed at full load and fuel consumption at that Speed.	:	..... Knots	16	Fuel Consumption	:	{ Guaranteed at 8knots } ... liters	17	Insured under first class hull & machinery insurance and P&I club as per IV Act	:	Required	18	<b>RAMS with Motor Hoisting &amp; Lowering Mechanism</b>		<b>2 nos</b>
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<b>6.3</b>	<p><b>Hatch cover protection against weather.</b></p> <p>It is desirable, for the protection of the Cargo, that Vessel(s) offered should have Hatch Covers at the time of submission of proposals. In the event of any of the Vessel(s) meeting all other criteria does not have hatch cover, IWAI may consider such vessel for the purpose of evaluation. However, the Successful bidder shall ensure that the vessel provided at the time of DELIVERY is provided with HATCH COVERS &amp; its accessories.</p> <p><b><i>In case Successful bidder is not able to provide the Vessel with Hatch Cover at the time of Delivery, their Performance Security / EMD shall be forfeited.</i></b></p>																																																																																								

6.4	<p><b>Earnest Money &amp; Performance Security Deposit :</b></p> <p>a. The Bidder(s) shall be required to furnish Charter ( Vessel ) wise Earnest Money with their proposal.</p> <p>b. The Successful Bidder(s) shall be required to furnish Charter ( Vessel ) wise Performance Security towards faithful execution of the Contract.</p>
6.5	<p><b>Inspection of Charter &amp; Forfeiture of EMD &amp; Performance Security.</b></p> <ul style="list-style-type: none"> <li>• The Vessel will be inspected before hire and if not found suitable the vessel will be rejected</li> <li>• In the Event the vessel(s) offered are contrary to the details provided in the proposal the Vessel will be rejected &amp; the EMD / Performance Security of the bidder for that Vessel shall be forfeited.</li> <li>• If such circumstances arise IWAI will have the right to inspect the Vessel of the next selected Bidder.</li> <li>• If the owners refuse to sign the contract or delivery of Vessel for whatever reason or are not available to provide the vessel as requested by IWAI within LAYCAN Period after signing of contract, their EMD of that vessel will be forfeited.</li> <li>• IWAI shall have the right to accept the next best proposal or to initiate a new inquiry/process, according to its sole discretion.</li> </ul>
6.6	<p><b>Unsatisfactory Performance:</b></p> <p>In case of unsatisfactory performance / services by the Successful Bidder Contractor, IWAI shall have the right to detect from hire the additional costs/expenses incurred by IWAI due to under performance.</p> <p>In the event the vessel is not able to perform as per details &amp; data submitted with the proposal IWAI may issue a show cause notice to the Vessel(s) Provider requiring him to explain the reason thereof and rectify the reasons of underperformance.</p> <p>The Contract may be terminated by IWAI if the performance of the vessel is not improved within one month after issue of show cause notice, failing which the PBG ( Performance Bank Guarantee / Security Deposit (SD) shall be forfeited.</p>
6.7	<p><b>Payments &amp; Reimbursable</b></p> <p>a. <b>All Charges Levies, Fees for waterways User Charges, Lock gate shall be borne by IWAI / Shipper.</b></p> <p>b. Payment towards Berthing charges, Cargo handling charges etc. shall be responsibility of IWAI / Shipper.</p>

	<p>c. Payment of any taxes, CESS charges as applicable law, other than Quoted in their bid shall be borne and paid by the Owner of Vessel.</p>
<b>6.8</b>	<p><b>Methodology of FUEL reimbursement.</b></p> <p>a. The refueling of the vessel shall be within the scope of the Owner of the Vessel. The cost of such fuel, Lubricants shall be reimbursed by IWAI on the production of Actual Genuine Bills &amp; Payment receipts and</p> <p>b. The Calculations of the fuel will be based on the actual consumption &amp; agreed fuel consumption on actual fuel consumption, whichever is lower.</p>
<b>7.0</b>	<p><b>Determination of Cost of Hire for evaluation purpose</b></p> <p><b>The Cost of the Charter hire will be worked out based on the Cost of Fuel, Lubricants for 5000 hours running at EIGHT ( 8) Knots Speed for 1 year with Full Cargo Carrying Capacity</b></p>
<b>8.0</b>	<p><b>General Conditions</b></p> <p>a. IWAI shall be entitled to request further documents evidencing the proposal</p> <p>b. IWAI has the right to choose the best vessel suitable proposal, and may cancel the proposals.</p> <p>c. IWAI may amend / update the requirements. during the course of the Pre-bid discussions.</p> <p>d. It is emphasized that any proposal submitted under this inquiry shall be binding on the bidder &amp; no amendment shall be allowed after submission.</p> <p>e. The rates quoted in the price schedule ( Monthly hire charges) in each &amp; every proposal, shall include all the costs whatsoever and no additional costs or expenses of any kind will be borne and paid by IWAI.</p> <p>f. The attached Appendices are an integral part of this document.</p> <p>g. IWAI in its sole discretion, will determine to the greatest extent possible, whether the proposal(s) include all relevant information.</p>
<b>9.0</b>	<p><b>Documents/forms/ information to be attached to the inquiry proposal:</b></p> <p>The proposals under this inquiry will include the following forms/documents/ information:</p> <ul style="list-style-type: none"> <li>• A proposal form duly filled in and signed, as specified in the inquiry documents</li> <li>• Full description of Vessels Offered including GA plan</li> </ul>
<b>10.0</b>	<p><b>Selection &amp; Short Listing Criteria for the respective Vessels</b></p>

<b>10.1</b>	<p><b>Selection &amp; Short Listing Criteria for Bulk Cargo Vessel</b></p> <p>The criteria and weightage for selecting qualified bidders meeting the Technical requirements of their proposal shall be as follows:</p> <table border="1"> <thead> <tr> <th>A.</th> <th>Criteria, for the evaluation :</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>A1.</td> <td>Vessel Age</td> <td>05</td> </tr> <tr> <td>A2.</td> <td>Last Dry Dock</td> <td>05</td> </tr> <tr> <td>A3.</td> <td>Vessel Suitability w.r.t ( Marks 5 for each criteria)  <ul style="list-style-type: none"> <li>➤ Length,</li> <li>➤ Beam,</li> <li>➤ Draft / Air Draft,</li> <li>➤ Speed.</li> <li>➤ Maneuverability ( 5*5)</li> </ul> </td> <td>25</td> </tr> <tr> <td>A4.</td> <td>Vessel Performance Cost per TKM ( Ton per Kilometer)</td> <td>20</td> </tr> <tr> <td>A5.</td> <td>Vessel carrying capacity w.r.t Draft</td> <td>20</td> </tr> <tr> <td>A6.</td> <td>Experience in management &amp; Operation of Vessel(s)</td> <td>15</td> </tr> <tr> <td>A7.</td> <td>Financials – Turn over details</td> <td>10</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points</td> <td>100</td> </tr> </tbody> </table> <p>Evaluation of the Bids will be done based on the criteria &amp; the marks secured which has been assigned for each criteria mentioned above.</p> <p><b>Total weightage : 100 The minimum technical score on the Technical Evaluation (St) required to pass is: 80</b></p>	A.	Criteria, for the evaluation :	Marks	A1.	Vessel Age	05	A2.	Last Dry Dock	05	A3.	Vessel Suitability w.r.t ( Marks 5 for each criteria) <ul style="list-style-type: none"> <li>➤ Length,</li> <li>➤ Beam,</li> <li>➤ Draft / Air Draft,</li> <li>➤ Speed.</li> <li>➤ Maneuverability ( 5*5)</li> </ul>	25	A4.	Vessel Performance Cost per TKM ( Ton per Kilometer)	20	A5.	Vessel carrying capacity w.r.t Draft	20	A6.	Experience in management & Operation of Vessel(s)	15	A7.	Financials – Turn over details	10	Total Points		100
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<b>Data Sheet for Bulk Cargo Vessel</b>				
<b>NO</b> .....				
<b>Name of Bulk Cargo Vessel</b> .....				
<b>Data Sheet Separate forms for each (without Prices)</b>				
<b><u>1</u></b>	<b>Name of the charterer ( Bidder )</b>			
<b><u>2</u></b>	<b>Name of Owners</b>			
<b><u>3</u></b>	<b>Name of the Ship</b>			
	• <i>Name of Shipyard</i>			
	• <i>Insurance Company &amp; Details</i>			
	• <i>Period of Insurance</i>			
	• <i>Class if any</i>			
<b><u>3.1</u></b>	<b>Registration details in India</b> <i>If the Vessel is not registered in India at the time of Bidding, the Bidder will have to Register the Vessel in India Prior to the Delivery.</i>			
	<i>Time / Period needed for Delivery of Vessel.</i>			
<b><u>4</u></b>	<b>AGE</b>			
	• <i>Year Built - Age</i>			
	• <i>Last Dry Dock date</i>			
<b><u>5</u></b>	<b>Ship Particulars</b>			
	• <i>Ship - Type ( Inland )</i>			
	• <i>Number of Engine</i>		<u>Engine</u> <u>-1</u>	<u>Engine-2</u>
	• <i>Age of the Engine.</i>			
	• <i>Engine Particulars --- ..... Type</i>			
	• ..... <i>Make</i>			
	• ..... <i>Power</i>			
	• <i>No of Rudders</i>			
<b><u>6</u></b>	<b>Ship Details</b>			
	• <i>LOA – Length Over All – Maximum 85 M</i>			
	• <i>Length – between Perpendicular’s</i>			
	• <i>Beam- Maximum .- 15M</i>			
	• <i>Moulded Depth</i>			

	<ul style="list-style-type: none"> <li>• <i>Hatch Cover (Yes/No), type</i></li> </ul>	
<b><u>7</u></b>	<b>Draft and Capacity</b>	
	<ul style="list-style-type: none"> <li>• <i>Maximum Loaded Draft in Fresh Water</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Cargo Carrying Capacity at Maximum Draft (Deadweight – Constant - Fuel and Fresh Water for 15days)</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Cargo Carrying Capacity at 2.2m draft (Deadweight – Constant - Fuel and Fresh Water for 15days)</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Lightship Weight</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Constant</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Air Draft – 10 M</i></li> </ul>	
<b><u>8</u></b>	<b>Speed</b>	
	<ul style="list-style-type: none"> <li>• <i>Guaranteed Speed (Fully Loaded) desirable 8Kts.</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Speed at 2.2m draft</i></li> </ul>	
<b><u>9</u></b>	<b>Fuel Consumptions – in Calm Waters</b>	
	<ul style="list-style-type: none"> <li>• <i>Fuel Consumption at 2.2m draft at speed on 8 above</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Fuel Consumption at Fully Loaded Guaranteed Speed</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Performance Cost per TKM</i></li> </ul>	
<b><u>10</u></b>	<b>Management</b>	
	<ul style="list-style-type: none"> <li>• <i>Company's management experience</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Experience in Shipment or Ship Operation in Inland waters</i></li> </ul>	
	<ul style="list-style-type: none"> <li>• <i>Experience in Cargo transportation in Inland waterways/ National Waterways</i></li> </ul>	
<b><u>11</u></b>	<b>Financial Turn Over Audited Balance Sheets of last 3 years</b>	
	<b>2017-18 ... from CA in case Audited balance Sheet is not available.</b>	
	<b>2016-17</b>	
	<b>2015-16</b>	
	<b>2014-15</b>	
<b><u>12</u></b>	<b>Registration certificate of Cargo Vessels , proof of availability of owned or on lease with details of offered is to be given.</b>	
<b><u>13</u></b>	<b>The Cargo Vessels offered for hiring shall be registered under Inland Act, 1917 or any other equivalent Act like MS ( Merchant Shipping ) and shall be river worthy having valid survey certificate along with the required statutory safety appliances.</b>	
<b><u>14</u></b>	<b>Performance certificate for Capacity, Speed and Fuel Consumption as required under 7,8 &amp; 9 above / authentic certificate issued by IRS or any approved classification society or IWT Directorate/MMD.</b>	
<b><u>15</u></b>	<b>Undertaking to mobilize the (s) at KOLKATTA within Thirty days of LAYCAN or issue of Notification of award.</b>	
<b><u>16</u></b>	<b>No. of relevant documents attached scanned copies of the documents duly signed &amp; Stamped along with the Power of attorney of signatory of Bid.</b>	





**Data Sheet for Ro-Ro Vessel****NO .....****Name of the Ro-Ro Vessel .....****Data Sheet Separate forms for each (without Prices)**

<b><u>1</u></b>	<b>Name of the charterer ( Bidder )</b>		
<b><u>2</u></b>	<b>Name of Owners</b>		
<b><u>3</u></b>	<b>Name of the Ship</b>		
	• <i>Name of Shipyard</i>		
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	• <i>Period of Insurance</i>		
	• <i>Class if any</i>		
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<b><u>5</u></b>	<b>Ship Particulars</b>		
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	•   ..... <i>Make</i>		
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	• <i>Moulded Depth</i>		
	• <i>DECK Space for Ro-Ro</i>		
	• <i>Axle Load – allowed.</i>		

<b><u>7</u></b>	<b>Draft and Capacity</b>	
	<ul style="list-style-type: none"> <li>• <i>Maximum Loaded Draft in Fresh Water</i></li> </ul>	
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<b><u>8</u></b>	<b>Speed</b>	
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<b><u>10</u></b>	<b>Management</b>	
	<ul style="list-style-type: none"> <li>• <i>Company's management experience</i></li> </ul>	
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	<ul style="list-style-type: none"> <li>• <i>Experience in Cargo transportation in Inland waterways</i></li> </ul>	
<b><u>11</u></b>	<b>Financial Turn Over Audited Balance Sheets of last 3 years</b>	
	<b>2017-18 ...</b> from CA in case Audited balance Sheet is not available.	
	<b>2016-17</b>	
	<b>2015-16</b>	
	<b>2014-15</b>	
<b><u>12</u></b>	<i>Registration certificate of Cargo s , proof of availability of owned or on lease with details of offered is to be given.</i>	
<b><u>13</u></b>	<i>The Cargo s offered for hiring shall be registered under Inland Act, 1917 or any other equivalent Act like MS ( Merchant Shipping ) and shall be river worthy having valid survey certificate along with the required statutory safety appliances.</i>	
<b><u>14</u></b>	<i>Performance certificate / authentic certificate issued by IRS or any approved classification society or IWT Directorate/MMD.</i>	
<b><u>15</u></b>	<i>Undertaking to mobilize the (s) at KOLKATA within Thirty days of LAYCAN or issue of Notification of award.</i>	
<b><u>16</u></b>	<i>No. of relevant documents attached scanned copies of the documents duly signed &amp; Stamped along with the Power of attorney of signatory of Bid.</i>	

# Part III – Conditions of Contract and Contract Forms

## Section VI. General Conditions of Contract

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## Section V. General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

**or**

- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s country;
- (l) “Local Currency” means the currency of the country of the

Employer;

- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC).**

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex,

telegram, or facsimile to such Party at the address **specified in the SCC.**

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

**2.5 Force Majeure****2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination****2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;



- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>7</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>8</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>9</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>10</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of

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<sup>7</sup> For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>8</sup> For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>9</sup> For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Suspension of Loan or Credit**

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

**2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

#### **3.2 Conflict of Interests**

##### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

##### **3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

##### **3.2.3 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under

this Contract;

- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

### **3.3 Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

### **3.4 Insurance to be Taken Out by the Service Provider**

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Service Provider's Actions Requiring Employer's Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

### **3.6 Reporting Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### 3.8 Liquidated Damages

**3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

**3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

## 4. Service Provider's Personnel

**4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel** (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes

necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the Employer**

### **5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

### **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## **6. Payments to the Service Provider**

### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

### **6.2 Contract Price**

- (a) The price payable in local currency is **set forth in the SCC.**
- (b) The price payable in foreign currency is **set forth in the SCC.**

### **6.3 Payment for**

6.3.1 For the purpose of determining the remuneration due for

<b>Additional Services, and Performance Incentive Compensation</b>	additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
<b>6.3.2</b>	<b>If the SCC so specify</b> , the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
<b>6.4 Terms and Conditions of Payment</b>	Payments will be made to the Service Provider according to the payment schedule <b>stated in the SCC</b> . <b>Unless otherwise stated in the SCC</b> , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period <b>stated in the SCC</b> . Any other payment shall be made after the conditions <b>listed in the SCC</b> for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
<b>6.5 Interest on Delayed Payments</b>	If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
<b>6.6 Price Adjustment</b>	<p>6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if <b>provided for in the SCC</b>. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$ <p>Where:</p> <p><math>P_c</math> is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p><math>A_c</math>, <math>B_c</math> and <math>C_c</math> are coefficients specified in the SCC, representing: <math>A_c</math> the nonadjustable portion; <math>B_c</math> the adjustable portion relative to labor costs and <math>C_c</math> the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p><math>L_{mc}</math> is the index prevailing at the first day of the month of the corresponding invoice date and <math>L_{oc}</math> is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.</p> <p><math>I_{mc}</math> is the index prevailing at the first day of the month of the corresponding invoice date and <math>I_{oc}</math> is the index prevailing 28</p>

days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of pn for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## 6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

### 7.2 Correction of Defects, and Lack of

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be



**Performance  
Penalty**

corrected.

- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

**8. Settlement of Disputes**

**8.1 Amicable  
Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute  
Settlement**

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

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## Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1</b>	<b>INDIA</b>
<b>1.1(a)</b>	The Adjudicator is _____
<b>1.1(e)</b>	The contract name :- Procurement of non-consulting services for f Cargo and Ro-Ro Vessel hiring for Capacity Augmentation of National Waterway-1. (River Ganga)
<b>1.1(h)</b>	The Employer is: <i>Vice Chairman &amp; The Project Director, Project Management Unit JMVP - NW-1 Project, Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh ZIP Code: 201301 Country: India Telephone: +91 12022424544 <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a> ; <a href="mailto:rkant.iwai@iwai.gov.in">rkant.iwai@iwai.gov.in</a>;</i>
<b>1.1(m)</b>	In case of JV, the Lead Member of JV. The Member in Charge is: E-mail:
<b>1.1(p)</b>	The Service Provider is _____
<b>1.2</b>	The Applicable Law is:  <b>The Contract shall be construed in accordance with the law of Republic of India.</b>
<b>1.3</b>	The language is <b><u>ENGLISH</u></b>
<b>1.4</b>	The addresses are: <b><u>Employer:</u></b> _____ Inland Waterways Authority of India, Ministry of Shipping, ( GoI ) A-13, Sector – 1, Noida – 201301, Uttar Pradesh, India Telephone: +91 120 2424544 E-mail: <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a> ; <a href="mailto:rkant.iwai@iwai.gov.in">rkant.iwai@iwai.gov.in</a> ; Contact person : Vice Chairman and Project Director,

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																		
	<u><b>Service Provider:</b></u>																		
1.6	<p>The Authorized Representatives are:</p> <p><b>For the Employer:</b> _____</p> <p><b>For the Service Provider:</b> _____</p>																		
2.1 / 2.2.2 / 2.3	<p>The date on which this Contract shall come into effect is ONE Month after Signing of Contract . .</p> <table border="1" data-bbox="500 873 1443 1304"> <tbody> <tr> <td data-bbox="500 873 561 957">1</td> <td data-bbox="561 873 932 957">Vessel(s) Delivery Range Dates ( LayCan)</td> <td data-bbox="932 873 1443 957">One Month after Signing of Contract</td> </tr> <tr> <td data-bbox="500 957 561 999">2</td> <td data-bbox="561 957 932 999">Vessel(s) Delivery Place</td> <td data-bbox="932 957 1443 999">Kolkata</td> </tr> <tr> <td data-bbox="500 999 561 1083">3</td> <td data-bbox="561 999 932 1083">Vessel(s) Redelivery Place</td> <td data-bbox="932 999 1443 1083">Kolkata</td> </tr> <tr> <td data-bbox="500 1083 561 1125">4</td> <td data-bbox="561 1083 932 1125">Duration of Charter</td> <td data-bbox="932 1083 1443 1125">2 Year</td> </tr> <tr> <td data-bbox="500 1125 561 1209">5</td> <td data-bbox="561 1125 932 1209">Survey validity</td> <td data-bbox="932 1125 1443 1209">Shall be kept valid throughout the Charter Period.</td> </tr> <tr> <td data-bbox="500 1209 561 1304">6</td> <td data-bbox="561 1209 932 1304">Dry docking during the Time Charter ( TC) period</td> <td data-bbox="932 1209 1443 1304">Allowed on replacement with s of similar particulars</td> </tr> </tbody> </table> <p>The Starting Date for the commencement of Services is One Month after Signing of Contract</p> <p>The Intended Completion Date is 2 Years from the date of handing over &amp; acceptance of the Vessel.</p>	1	Vessel(s) Delivery Range Dates ( LayCan)	One Month after Signing of Contract	2	Vessel(s) Delivery Place	Kolkata	3	Vessel(s) Redelivery Place	Kolkata	4	Duration of Charter	2 Year	5	Survey validity	Shall be kept valid throughout the Charter Period.	6	Dry docking during the Time Charter ( TC) period	Allowed on replacement with s of similar particulars
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2	Vessel(s) Delivery Place	Kolkata																	
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4	Duration of Charter	2 Year																	
5	Survey validity	Shall be kept valid throughout the Charter Period.																	
6	Dry docking during the Time Charter ( TC) period	Allowed on replacement with s of similar particulars																	
3.2.3	<p>Activities prohibited after termination of this Contract are: The Service provider shall not use these reports, data documents or the information's provided by IWAI and provided by other Government agencies for the purpose of this assignment or otherwise for purposes unrelated to this contract without the prior written approval of the Client.</p>																		
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle , INR 4,000,000.00</p> <p>(ii) Third Party liability:- As per Inland Vessel Act. Including</p>																		

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> <li>(iii) Cargo liability.</li> <li>(iv) Employer's liability and workers' compensation :- NIL</li> <li>(v) Professional liability :- Twice the value of contract for entire period of the contract.</li> <li>(vi) Loss or damage to equipment and property Minimum INR 10,000,000/- for each accident for the currency of the contract.</li> <li>(vii) Group Insurance Cover for the persons on Vessel / Board. It must be ensured that the Crew members &amp; the Support Staff operating the vessel operation including maintenance &amp; operation staff are insured against all the risks.</li> </ul>
	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <ul style="list-style-type: none"> <li>(a) <b>Professional liability insurance, with a minimum coverage of equivalent to full amount of the contract period.</b></li> <li>(b) Third party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.</li> <li>(c) Third Party liability insurance, with a minimum coverage of Rs.40 lacs (Rupees Forty Lacs.)</li> <li>(d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) Insurance against loss of or damage to <ul style="list-style-type: none"> <li>(i) Equipment purchased in whole or in part with funds provided under this Contract,</li> <li>(ii) the Consultant's property used in the performance of the Services, and</li> <li>(iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul> </li> </ul>
3.5(d)	The Service Provider shall obtain the Employer's prior approval in writing

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be .....</p>
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p><i>No documents shall be made public or displayed anywhere without the permission of the employer, during and up to Five years after completion of the assignments.</i></p>
3.8.1	<p><i>In the event of Breakdown, the Vessel(s) shall be put off hire due to any breakdown, more than four (4) hours on any day.</i></p> <ul style="list-style-type: none"> <li>• The Charter hire charges for whole of the day shall be deducted on pro-rata basis.</li> </ul>
3.8.3	<p>The percentage, to be used for the calculation of Lack of performance Penalty(ies) shall be 10% of the contract performance.</p> <p><b>Unsatisfactory Performance:</b></p> <p>i) In case of unsatisfactory performance/ progress / services by the Contractor, IWAI shall have the right to issue a show cause notice to the owner ( Vessel Provider) requiring him to explain the reason thereof.</p> <p>ii) In case of continuation of such unsatisfactory performance / progress / services, IWAI reserves the right to rescind the Contract and get the balance work executed at the risk and cost of the owner ( Vessel Provider)</p> <p>iii) The general conditions of BIMCO (Baltic and International Maritime Council) , General Time Charter Party will be applicable.</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	The performance incentive paid to the Service Provider shall be. <b><u>Not Applicable.</u></b>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: 10% (ten) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily.</li> </ul>
6.4.1	<p><b>Payments &amp; Reimbursable</b></p> <ul style="list-style-type: none"> <li>a. <b>All Charges Levies, Fees for waterways User Charges , Lock gate shall be borne by IWAI / Shipper.</b></li> <li>b. Payment towards Berthing charges, Cargo handling charges etc. shall be responsibility of IWAI / Shipper.</li> <li>c. Payment of any taxes, CESS charges as applicable law, other than Quoted in their bid shall be borne and paid by the TIME Charter.</li> </ul>
6.4.2	<p><b>Methodology of FUEL reimbursement.</b></p> <ul style="list-style-type: none"> <li>a. The refuelling of the shall be within the scope of the Time Charter. The cost of such fuel, Lubricants shall be reimbursed by IWAI on the production of Actual Genuine Bills and</li> <li>b. The Calculations of the fuel will be based on the actual consumption &amp; agreed fuel consumption on actual fuel consumption, whichever is lower.</li> </ul>
6.4.3	<p><b>Determination of Cost of Hire</b></p> <p><b>The Cost of the Charter hire will be worked out based on the Cost of Fuel and Lubricants for 5000 hours running at 8 Knot Speed for 1 year with Cargo Carrying Capacity at 2.2m draft.</b></p>

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>
<b>6.4.4</b>	<p><b><u>SPECIAL PAYMENT TERMS</u></b></p> <ol style="list-style-type: none"> <li>1. A logbook shall be maintained by the contractor in the Vessel s, which shall be got countersigned by the EIC or his representative daily (in triplicate). One copy to be enclosed with each running bill.</li> <li>2. Based on the log book record, monthly bills shall be raised for hire charges and running charges by the contractor and the bills shall be payable by the Authority on recommendation by Engineer-in-Charge.</li> <li>3. The above terms to be read with reference to Payments clause of General Conditions and relevant Clauses of Technical and Special Conditions of contract.</li> </ol>
<b>6.4.5</b>	<p><b>Maintenance of Records &amp; Log Books</b></p> <ol style="list-style-type: none"> <li>a) The contractor shall maintain log book with a running serially paged register for each Vessel for recording all movements.</li> <li>b) The log book so maintained must be got countersigned every day by the Engineer-in-Charge or his authorized representative.</li> <li>c) One copy of the log book shall be enclosed with the running bill.</li> <li>d) The running charges including POL shall be paid to the contractor strictly on the basis of actual movement of the Vessel s which is entered and countersigned in the log book.</li> <li>e) Hindrance Register, log book, inspection register of the Vessel s are</li> </ol>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>to be maintained by the contractor.</p> <p>f) All the repairs including of statutory repair shall have to attend by the supplier of Vessel and expenditure incurred in this regard shall have to borne by the supplier only. No payment shall be made by the Authority in this regard.</p>
<b>6.5</b>	<p>Payment shall be made within 15 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 30 days in the case of the final payment.</p> <p>The interest rate shall be  For Local Currency : 8% per annum  For Foreign Currency : LIBOR +2% per annum, as applicable on the date of payment.</p>
<b>6.6.1</b>	Price adjustment is <b><u>NOT Applicable</u></b> in accordance with Sub-Clause 6.6.
<b>7.1</b>	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p><b>Inspection of Charter</b></p> <ul style="list-style-type: none"> <li>• In the Event the Vessels offered are contrary to the details provided in the proposal, in that Case the EMD of the bidder shall be forfeited</li> <li>• The vessel will be inspected before hire and if found not suitable the vessel will be rejected. The Bidder shall be asked to offer next Vessel within one Week from date of rejection. In case the bidder fails to offer the next vessel, their EMD shall be forfeited.</li> <li>• If such circumstances arise, the next Bidder's, offered Vessel will be inspected.</li> <li>• If the successful bidder refuse to sign the contract for whichever reason or are not available to provide vessel as requested by IWAI within LAYCAN Period or one month after signing of contract , their EMD will be forfeited.</li> <li>• In the event the participating bidder, who receives a notice of award from IWAI, and refuses to perform and /or does not fulfill its obligations in accordance with the inquiry requirements, or inquires to cancel its proposal for any reason whatsoever, their EMD shall be forfeited.</li> <li>• IWAI shall be entitled to accept the next best proposal or to</li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>initiate a new inquiry/process, according to its sole discretion.</p> <ul style="list-style-type: none"> <li>• The Defects Liability Period is Zero. .</li> </ul>
7.1.1	<p><b>Taking Over Of Vessel by IWAI</b></p> <ul style="list-style-type: none"> <li>• The Vessel s shall be finally taken over by the Engineer’s representative after the same is mobilized to the place mentioned in schedule of this contract within the stipulated time and found satisfactory and in accordance with the specifications and conditions laid down in this contract and as recorded during the initial inspection by the Authority.</li> <li>• The Engineer-in- Charge will thereafter issue a certificate in this regard indicating the date of taking over. Hire charges shall be payable to the contractor from the date recorded in the certificate as mentioned in Technical and Special conditions of contract.</li> <li>• Tenderer shall make arrangements for all such inspections at their yard/place of the evaluation of the Vessel</li> </ul>
7.1.2	<p><b>De-Hiring of Vessel</b></p> <p>The Vessel shall be de hired on the expiry of the period mentioned in schedule respectively until and unless it is extended by the Engineer-in-Charge in writing prior to expiry of the contract period.</p>
8.2.3	<p>The Adjudicator shall be the member of CMMI (Chamber of Master Management of India. Who will be paid a rate of Rs.10,000/- per day of work. Excluding the Travel charges equivalent to the Director of IWAI, including Boarding &amp; Lodging Charges.</p>
8.2.4	<p>The arbitration procedures of DRB will be used</p>
	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ul style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for</li> </ul> </li> </ol>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>such an appointment by the Party who initiated the proceedings, either Party may apply to President, Institution of Engineers India, New for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, President, Institution of Engineers India, New Delhi shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary, the Indian Council of Arbitration, New Delhi ;</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, the Indian Council of Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>1. <u>Rules of Procedure.</u> For domestic Consultant, Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration &amp; Conciliation Act 1996, of India. For foreign consultants (including JV where lead partner is foreign), arbitration shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>more than one entity, add:</i> or of the home country of any of their members or Parties/or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add:</i> or of any of their members or Parties]; or</li> <li>(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Singapore or a neutral venue as mutually agreed during negotiation, in case of foreign firms and in Delhi in case of contract with an Indian firm;;</li> <li>(b) the <i>English</i> language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ul> <p>The expenses incurred by each party in connection with the dispute preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself. Fees and expenses for the Presiding Arbitrator including the cost of proceedings shall be shared equally by both the parties.</p> <p>—Court Jurisdiction: New Delhi</p>
8.2.5	The designated Appointing Authority for a new Adjudicator is Chairman / Chairperson, Inland waterways Authority of India Limited.
9.0	<p style="text-align: center;"><b>General Other Conditions</b></p> <p>1. The contractor has to make his own arrangements for procurement and storage of adequate quantity of fuel and lubricant for uninterrupted operation of the Vessel The Contractor has to arrange for storage and</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>supply of potable water with tap facilities for drinking and other uses of vessels crew and operators.</p> <p>2. Hire charges shall be payable to the contractor from the date of certification by Engineer-in- Charge or his representative on handing over of the Vessel at the location indicated or as communicated by the EIC.</p> <p>3. Hire charges shall not be payable for any day or part thereof or any period during which the Vessel(s) is not made available for services due to any reason attributable to the contractor or his acts and deeds subject to following clause:</p> <p>a) If the Vessel is not fit for further sailing due to mechanical /other defects or due to safety reasons, similar type of Vessel with same facilities shall have to be provided in replacement under same terms and conditions within seven days temporarily.</p> <p>b) Routine repairs and maintenance works shall be adjusted with mutual discussion with EIC such that the overall works schedule is not affected. Total maximum 48 hours may be allowed per month for maintenance of engines and other machineries, and payments for this period are allowable accordingly.</p> <p>c) The contractor shall bear the cost for running of engine for charging battery of the Vessel to keep the Vessel in tip-top condition with full voltage electricity. Engine RPM meter and other gauges shall be provided for the Vessel on the wheelhouse.</p> <p>d) Non availability of Vessel(s) for service and non-compliance of instruction of Engineer's representative shall be considered as disqualification of the contractor to claim hiring charges for the Vessel s for the period.</p> <p>e) The Vessel (s) once supplied for hiring should not undergo statutory dry-docking repair during the contract period. In case, the dry dock repair due to damage or accident or any other reasons becomes essential, a Vessel of equivalent specification shall be supplied.</p> <p>4. The main engine and other machineries of the Vessel s shall be in good and tip-top condition.</p> <p>5. The crew of the Vessel shall have to work under the instructions of the Engineer-in-Charge or his representative.</p> <p>6. Hiring of the Vessel s may be terminated at any time by IWAI if the Vessel does not give satisfactory service. No compensation on account of such termination shall be payable</p>

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p>and decision of IWAI shall be final and binding on the contractor.</p> <p>7. No compensation shall be payable for damage, wear &amp; tear or loss of the Vessel / machinery/workmen of the contractor during the entire hire period.</p> <p>8. Operation of the Vessel s shall be the responsibility of the contractor and any liability arising out due to damages etc. shall be the contractor's account. Safety of Vessel s shall be the responsibility of the contractor during both lean and flood season. No extra compensation will be considered in any untoward incident.</p> <p>9. In case of loss or damage to IWAI equipment or materials due to carelessness/ negligence of any crew of the Vessel , the contractor shall be liable to pay the amount to recover such loss or to rectify the damage so caused. The amount to be paid by the contractor for such eventuality shall be decided by the Engineer-in-Charge and shall be binding on the contractor.</p> <p>10. Adequate number of substitute hands shall be provided as required on the Vessel s for continuing their operation, if any member of crew is absent or proceeds on leave.</p>

## **Section VIII. Performance Specifications and Drawings**

( Refer – Section 3 of Bid forms – Vessel's - Qualification Information)

## **Section IX. Contract Forms**

### **Table of Forms**

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## Performance Bank Guarantee (Conditional)

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Guarantor") of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Employer") of the other part.

Whereas

(1) This Agreement is supplemental to a contract (hereinafter called the Contract) made between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Service Provider) of the one part and the Employer of the other part whereby the Service Provider agreed and undertook to execute the Services of \_\_\_\_\_ for the sum of \_\_\_\_\_ being the Contract Price; and

(2) The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

Now therefore the Guarantor hereby agrees with the Employer that upon receipt of

- (1) a written notice to the Guarantor from the Service Provider, or
- (2) a written notice to the Guarantor from the Adjudicator, or
- (3) a binding arbitration or Court award confirming that the amount of the Guarantee is payable to the Employer,

the Guarantor will indemnify and pay the Employer the sum of \_\_\_\_\_, \_\_\_\_\_ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor not later than the date of issue of the Defects Liability Certificate.

The Guarantor shall not be discharged or released from his Guarantee by an arrangement between the Service Provider and the Employer, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Service Provider, or by any forbearance on the part of the Service Provider, whether as to the payment, time, performance or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

Given under our hand on the date first mentioned above.

Signed by \_\_\_\_\_  
for and on behalf of the Guarantor in the presence of \_\_\_\_\_

Signed by \_\_\_\_\_  
for and on behalf of the Employer in the presence of \_\_\_\_\_

## Performance Bank Guarantee (Unconditional)

To: \_\_\_\_\_

Whereas \_\_\_\_\_ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of \_\_\_\_\_, \_\_\_\_\_, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## Performance Bond

By this Bond, \_\_\_\_\_ as Principal (hereinafter called “the Service Provider”) and \_\_\_\_\_ as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called “the Employer”) in the amount of \_\_\_\_\_/ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Service Provider under the Contract, less the amount properly paid by the Employer to the Service Provider; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

## Bank Guarantee for Advance Payment

To: \_\_\_\_\_

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, \_\_\_\_\_ (hereinafter called “the Service Provider”) shall deposit with \_\_\_\_\_ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_  
\_\_\_\_\_

We, the \_\_\_\_\_, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding \_\_\_\_\_  
\_\_\_\_\_

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_