



**Tender for providing Vessel-Husbanding Services and related activities etc to IWAI vessels in India-Bangladesh PIWTT Riverine Routes**



December 2024

e-tender no: IWAI/GHY/HPTBRAMBEDKAR/4(85)/2022-23

**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Ports, Shipping and Waterways, Govt. of India)

Address of Issuing Office: P-78, GARDEN REACH ROAD, KOLKATA- -700043

E-mail address of Issuing Officer: **dirkol.iwai@nic.in**

**Web site: [www.iwai.gov.in](http://www.iwai.gov.in)**

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

Head Office: A-13, Sector – 1, Noida-201 301 (U.P.)

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### CHECK LIST

The technical bid shall be submitted online along with scanned copy of the following documents.

- i. Tender document duly completed and signed & stamped on every page by the Agency/contractor.
- ii. Blank Proforma of Summary of Costs (prices not to be filled).
- iii. Tender Acceptance Letter' duly signed and stamped (To be given on Company Letter Head) as per tender.
- iv. "Letter of Bid" (Annexure-5) duly signed and stamped (To be submitted on the letter head of the Bidder).
- v. Tender Cost of Rs.5900/- deposited in the form of Demand Draft/RTGS/NEFT details must be uploaded. The original demand draft is to be deposited in the office before the bid opening date & time or Valid MSME/UDYAM Udyog Certificate for exemption of Tender Cost.
- vi. Earnest Money Deposit of Rs. 28,800/ in the form of Demand Draft/RTGS/NEFT details must be uploaded. The original Demand Draft may be deposited in the office before the bid submission closing date & time or Valid MSME/Udyam Udyog Certificate for exemption of EMD Cost.
- vii. Experience/completion certificate for similar works completed along with the work order of corresponding certificate.
- viii. Enlistment as Shipping agent for operating as an Indian Shipping Agent for Bangladesh Barges/ Indian Barges in Protocol on Inland Water Transit & Trade (PIWTT) Riverine Routes between India & Bangladesh issued by Inland Waterways Authority of India.
- ix. DEED Agreement signed between the Indian shipping agent and Bangladesh operators / agents (as listed at Annexure-15) defining the Functions and Duties of both parties and Terms & conditions in line with scope of work and term & conditions of this tender.
- x. Scanned document of a declaration from Bangladesh operators / Agents, that they have not been banned, blacklisted or de-listed by any Government or Public Sector Undertaking in Bangladesh or in India.
- xi. Latest Bank Solvency certificate @40% of estimated cost (Rs.14,40,000/-).
- xii. Letter of Authority for signing and negotiation of tender (as the case may be).
- xiii. GST registration certificate from concerned authority as per tender.
- xiv. Firm registration certificate from concerned authority as per tender.
- xv. Permanent Account Number (PAN) issued by Income Tax Department.
- xvi. Audited balance sheets along with turnover, profit and loss account for the last 3 years i.e. ending March 2021-22, 2022-23 & 2023-24.
- xvii. A signed declaration stating that no alteration/modification has been made in any form in the downloaded tender document & xls BoQ is to be enclosed with the tender by the bidder for downloaded tenders.
- xviii. The bidder shall give a declaration that they have not been banned or black-listed by any Govt. or Quasi Govt. Agency or Public Sector Undertaking (PSU).
- xix. Duly signed Integrity Pact (given in Annexure-8).
- xx. Any other information if required as per tender to be attached.



**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Ports, Shipping and waterways, Govt. of India)  
P-78, GARDEN REACH ROAD, KOLKATA -700043

**NOTICE INVITING TENDER**

e-tender no: IWAI/GHY/HPTBRAMBEDKAR/4(85)/2022-23

Inland Waterways Authority of India (IWAI), RO Kolkata invites online bids/tenders from the enlisted Shipping Agents of IWAI, operating as an Indian Shipping Agent for Bangladesh Barges / India Barges under Protocol on Inland Water Transit & Trade (PIWTT) between India & Bangladesh for providing Vessel-Husbanding Services and related activities etc to IWAI vessels in India-Bangladesh PIWTT Riverine Routes. Details are available at web site and Tender document can be downloaded from 30-12-2024 to 08-01-2025 from website [www.iwai.nic.in](http://www.iwai.nic.in) and CPPP Portal [CPP portal website https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). Last date for submission of online bids is 08-01-2025 upto 15:00 hrs and date of opening of tender is on 09-01-2025 at 15:30 hrs. Submission of online bids will be through <https://eprocure.gov.in/eprocure/app>

Date: 30/12/2024

Director

INLAND WATERWAYS AUTHORITY OF INDIA  
(Ministry of Ports, Shipping and Waterways, Government of India)  
P-78, GARDEN REACH ROAD, Telephone Nos. 033-2439 0393  
E-mail address of Issuing Officer: [dirkol.iwai@nic.in](mailto:dirkol.iwai@nic.in)  
Website: <https://www.iwai.nic.in> &  
<https://eprocure.gov.in/eprocure/app>

### NOTICE INVITING E-TENDER

#### 1. Introduction

Inland Waterways Authority of India (IWAI), Regional Office Kolkata invites online Tenders / Bids from reputed and experienced enlisted Shipping Agents of IWAI, operating as an Indian Shipping Agent for Bangladesh Barges / India Barges under Protocol on Inland Water Transit & Trade (PIWTT) between India & Bangladesh in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “for providing Vessel-Husbanding Services and related activities etc to IWAI vessels in of India-Bangladesh PIWTT Riverine Routes”

2. The contract will be initially for a period of three (3) years i.e from 2025-28 and is extendable for another 2 years on yearly basis based on satisfactory performance of the services. Enhancement of Service charges for the year 2028-29 shall be 2.0% over quoted rates (excluding GST) and for the year 2029-30 shall be 4.0% over quoted rates(excluding GST).

#### 3. Critical Data Sheet:

(a) Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> or IWAI’s website “[www.iwai.nic.in](http://www.iwai.nic.in)” and pay INR 5,900/- (Rupees Five Thousand Nine Hundred only) including GST as the cost of tender document / tender fee deposited to IWAI fund, Kolkata through Demand Draft / Banker’s Cheque/RTGS / NEFT. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting the Tender Fee / cost of Tender document, on submission of documents to the extent as per the Government of India notifications in this regard.

(b) Some important dates for this tender process are as follows:

(ii)	Tender e-Publishing date	30.12.2024
(iii)	Document download start date & Time	30.12.2024 at 1500 hrs
(iv)	Bid Submission start Date & Time	30.12.2024 at 1530 hrs

(v)	Bid Submission Closing/Document Download End Date & Time	08.01.2025 at 1500 hrs
(vi)	Bid Opening date & Time	09.01.2025 at 1530 hrs
(vii)	Estimated Cost (In Rs. ) including all taxes except GST as applicable	Rs. 14,40,000.00/- (Rupees Fourteen Lakh Forty Thousand only)
(viii)	EMD (Earnest Money Deposit in Rs. )	Rs. 28,800.00/- (Rupees Twenty Eight Thousand Eight Hundred only)
(ix)	Minimum Bank Solvency	Rs. 5.76 lakh. 40% of the estimated cost of this work. The Bank Solvency certificate submitted by the Bidder shall not be older than one (1) year from the Bid Submission Last Date from any nationalized / scheduled bank in India

(c). Bank Particulars: (i) Name of Bank Account: IWAI Fund (ii) Bank Name and Address: State Bank of India, Garden reach Branch, Kolkata (iii) Bank Account number: 31661496517 (iv) IFSC: SBIN0001402 (v) MICR Code: 700002126 (vi) GST No. of IWAI: 19AAATI7021F1ZV

4. In brief, the appointed Agent/contractor shall be providing services such as coordination & clearance and including obtaining and forwarding of River Notices, BIWTA Permissions, dredging progress and any other assigned works from BIWTA / Customs / NBR / MOFA / MOS / BDR and other agencies of Bangladesh. Arranging Pilots, Provisions to fleet personnel, Jetties, Moorings, Cargo, Shore Godowns & supervision of loading / unloading of cargo, Towage assistance, Repair of vessels, Salvaging activities, watch & ward / fuel / marine stores / Facilitate Medical Treatment / survey of vessels, Assistance in crew changes, visa arrangements, and travel, and in Insurance/Legal assistance to IWAI vessels in of PIWTT Riverine Routes. Item Rate BoQ along with all allied services as detailed in scope of Work and Terms of Reference of this tender document.

5. Method of Selection: The successful Bidder will be selected under Least Cost System (LCS) selection method and procedures described in this Tender Document. However, if the tendered amount is abnormally lower than the estimated cost, the bidder would have to submit detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and other requirements of the bid document during evolution of price bid. If the same is not submitted, due to any reasons whatsoever, price bid submitted by the bidder will not be considered which is abnormally lower than the estimated cost. After evaluating the price bid, if IWAI determines that the bidder has substantially failed to

demonstrate his capability to deliver the contract at the offered price, IWAI may reject the bid/proposal. If the tendered amount quoted in price bid is same for more than one bidder then the work will be awarded to the bidder on the basis having more credential/experience certificate submitted by the bidders.

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

The Director, Inland Waterways Authority of India, (Ministry of Ports, Shipping and Waterways, Govt. of India) P-78, Garden Reach Road, Kolkata - 700043 E-mail address of Issuing Officer: [dirkol.iwai@nic.in](mailto:dirkol.iwai@nic.in) Telephone Nos. 033-2439 0393 E-Mail: [dirkol.iwai@nic.in](mailto:dirkol.iwai@nic.in) Website: <http://www.iwai.nic.in>

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

Director  
IWAI, RO Kolkata

## DEFINITIONS

### 1: DEFINITIONS

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

- i) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
- ii) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- iii) **Agent/Contractor:** means the successful tenderer/ bidder who is awarded the contract to perform the work/services covered under this tender documents and shall be deemed to include the contractor's successors, executors, representatives or assigns.
- (iv) **IWAI / Authority/ Department/ Owner** shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (v) **Owner/Employer** means the Chairman, Inland Waterways Authority of India and his successors.
- (vi) **Officer-In-Charge (OIC)** means the officer authorized to direct, supervise and be In-charge of the works/services for the purpose of this contract.
- (vii) **Officer-in-charge representative** shall mean any officer of the Authority nominated by the Officer-in-charge for checking, supervision, checking bills, ensuring control and other related matters for performance of this contract.
- (viii) **Chairman:** means Chairman of Inland Waterways Authority of India.
- (ix) **Director:** means the Director, RO Kolkata of the Authority.



- (xiv) **Letter of Acceptance (LOA):** means a letter from the Inland Waterways Authority of India conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xv) **Day:** means a calendar day beginning and ending at mid-night.
- (xvi) **Week:** means seven consecutive calendar days.
- (xvii) **Month:** means the one Calendar month.
- (xviii) **Vessel:** means the Indian vessel/craft engaged for transportation of goods by IWT mode.
- (xix) **Urgent Works:** means any urgent nature which in the opinion of the Officer-In-Charge become necessary at the time of execution and / or during the progress of work to obviate any risk or accident or failure or to obviate any risk of damage to the property of IWAI, or required to accelerate the progress of work or which becomes necessary for security or for any other reason the Officer-in-Charge may deem expedient.
- (xx) **Services/works:** means services/works to be executed in accordance with the contract
- (xxi) **Tendered value:** means the value of the entire work as stipulated in the letter of award.
- (xxii) **Protocol:** Protocol means the Protocol signed between India and Bangladesh on Inland Water Transit and Trade for the use of their waterways for commerce between the two countries and for passage of goods between two places in one country and to third countries through the territory of other.

## **INTERPRETATIONS**

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

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

## **Scope of Work and Terms & Conditions**

### 1. Terms of Reference

Inland Waterways Authority of India(IWAI) is a statutory body under the Ministry of Ports, Shipping and Waterways, Government of India. IWAI is carrying out various development and maintenance works on the waterway for improving it's navigability. Vide letter no. WTC-15014/2/2001-IWT, dated 29.08.2003, Ministry of Ports, Shipping and Waterways, Government of India in exercise of the power conferred upon it by article 1.1 of the Protocol on Inland Water Transit and Trade Agreement between India and Bangladesh, has entrusted IWAI to act on behalf of Government of India to implement Protocol functions.

IWAI through this tender document invites tender from reputed and experienced enlisted Shipping Agents of IWAI, operating as an Indian Shipping Agent for Bangladesh Barges / India Barges under Protocol on Inland Water Transit & Trade (PIWTT) between India & Bangladesh "for providing Vessel-Husbanding Services and related activities etc to IWAI vessels plying in of PIWTT Riverine Routes"

The tenderes shall engage Bangladesh operators / agents for smooth handling of IWAI vessels during their voyages in of India-Bangladesh PIWTT Riverine Routes. List of Bangladesh Protocol Operators is at Annexure-15.

2. The tenderers shall acquaint themselves and shall have all knowledge of the working conditions at the site, of system etc. or any information relating thereto, or part thereof and shall not hold the authority responsible for any consequence arising due to lack of such knowledge. The tenderers shall not be entitled to any charges or claims whatsoever consequent upon the lack of any such information, knowledge or understanding all the consequences of all the actions/ omissions on the part of the tenderer on account of such lack of knowledge shall be at their sole risks, costs and consequences.

3. If the tender is submitted by a proprietorship firm, the same shall be signed by the proprietor and under his signature his full name and full name of his firm with its current business address shall be clearly mentioned.

4. If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address(s), or by a partner holding the power of attorney from the firm for signing the tender. In this case a certified copy of power of attorney shall be attached with the application form. The certified copy of the partnership deed and also the current business address of all the partners of the firm is mentioned shall also accompany the tender application form.

5. If the tender is submitted by a limited company or limited corporation, it shall be signed by a duly authorized vide Board Resolution for signing the tender. In this case also the certified copy of the power of attorney shall be attached with the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

6. If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility of tendering and completion of the contract documents and to furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.

7. The tenderer shall furnish with his tender the following: Bio data of technical and supervisory team to be deployed for this work (the Successful Bidder shall note that any change in the team proposed shall be permitted only in case the Authority approves the alternative team proposed by the Successful Bidder). The team leader should have 15 years experience in the matter relating to protocol, Inland navigation and husbanding of vessels plying in PIWTT Riverine Routes. This should be supported with documentary evidence.

- a) Relevant information on the capacity; financial resources and experience of the Tenderer.
- b) Interested parties may download the Tender document online from the website <https://eprocure.gov.in/eprocure/appand> IWAI's website "www.iwai.nic.in" and are advised to pay INR 5,900/- (Rupees Five Thousand one thousand only) as the cost of Bid document deposited to IWAI fund.

8). Earnest Money Deposit (EMD) amounting to Rs. 28,800.00 (Rupees Twenty Eight Thousand Eight Hundred only) shall be deposited to IWAI Fund through RTGS in the following account;

- (i) Name of Bank Account: IWAI Fund (ii) Bank Name and Address: State Bank of India, Garden Reach Branch, Kolkata (iii) Bank Account Number: 31661496517 (iv) IFSC: SBIN001402 (v) MICR Code: 700002126 (vi) GST No. of IWAI: 19AAATI7021F1ZV

- b). Tenders not accompanied by Earnest Money Deposit shall not be

accepted and is liable to be rejected. The earnest money shall be forfeited if during the pendency of tender validity period the tenderer withdraws his tender.

- c). The Earnest Money Deposit shall be refunded to the unsuccessful tenderers within one month after the date of award of the work to the successful tenderer.
- d). Interest shall not be paid on Earnest Money Deposit.
- e). In the case of a successful tenderer, the Earnest Money deposited shall be forfeited in case:-

- i. The tenderer fails to sign the contract on receipt of award of work within the specified time period.

or

- ii. The tenderer fails to furnish the security deposit.

9. The bidders shall give a declaration that they have not been banned, blacklisted or de-listed by any Government or Public Sector Undertaking in Bangladesh or in India.

10. The tenderer shall be enlistment as Shipping agent for operating as an Indian Shipping Agent for Bangladesh Barges / India Barges in Protocol on Inland Water Transit & Trade (PIWTT) between India & Bangladesh issued by IWAI having minimum experience of (7) seven years in vessel-husbanding services and related activities etc to vessels plying in PIWTT Riverine Routes.

11 The tenderer shall submit A DEED Agreement signed between the Indian shipping agent and reputed and experienced Bangladesh operators / agents having minimum experience of (7) seven years in vessel-husbanding services and related activities etc to vessels plying in PIWTT Riverine Routes clearly defining the Functions and Duties of both parties and Terms & Conditions in line with scope of work and terms & conditions of this tender. (*list of Bangladesh protocol Operators at Annexure-15*)

12. The tenderer shall submit of a declaration provided by Bangladesh operators / agents, that they have not been banned, blacklisted or de-listed by any Government or Public Sector Undertaking in Bangladesh or in India

13. Minimum Bank Solvency: 40% of the estimated cost of this work i.e Rs. 5.76 lakh. The Bank Solvency certificate submitted by the Bidder shall not be older than one (1) year from the Bid Submission Last Date from any nationalized / scheduled bank in India.

14. Bid Validity Period: 120 days after last date of Bid Submission

15. Similar Works: Experience of having successfully completed as an

shipping Agent for providing Vessel-Husbanding Services and related activities etc to the vessels plying in India-Bangladesh PIWTT Riverine Routes etc. Bidders should mention the maximum value of similar works in the Annexure - 3 executed during the last seven years (adjusted last day of the month previous to the one in which his Tender is invited).

## 16. Bidding Procedure

16.1 The Bids should be submitted online through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.

16.2 Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Bidders on the e-procurement / e-Tender portal is a prerequisite for e-Tendering.

16.3 Bidder should enroll in the e-Procurement site <https://eprocure.gov.in/eprocure/app> using the option available “Enroll Here” on the home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.

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

16.5 The following documents/ details shall be submitted along with **Technical Bid in Cover I :**

- a) Proof of Tender Fee
- b) Proof of EMD as specified
- c) Proof of Bank Solvency for the minimum amount as specified
- d) Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annexure-13
- e) Letter of Bid (Annexure-5)
- f) Signed declaration by the Bidders (Annexure-7)
- g) Power of Attorney for the authorized person of the bidder as per Annexure-6. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving license / Voter's ID etc.) of the authorized representative.
- h) Bidder information Sheet as per Annexure-1.
- i) Composition / Ownership / Shareholding pattern of the organization
- j) Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association

- / Memorandum of Association of the Company
- k) Registration / incorporation certificate of the Company, ESIC & EPFO registration certificate along with Labour license.
  - l) Scanned document of the enlistment as Shipping agent for operating as an Indian Shipping Agent for Bangladesh Barges / India Barges in India & Bangladesh Protocol on Inland Water Transit & Trade (PIWTT) issued by Inland Waterways Authority of India.
  - m) Scanned document of A DEED Agreement signed between the Indian shipping agent and Bangladesh operators / agents (as listed at Annexure-15) defining the Functions and Duties of both parties and Terms & conditions in line with scope of work and terms & conditions of this tender.
  - n) Scanned document of a declaration from Bangladesh operators / agents, that they have not been banned, blacklisted or de-listed by any Government or Public Sector Undertaking in Bangladesh or in India
  - o) Integrity Agreement in format given at Annexure – 8
  - p) Original tender document with all addenda & corrigenda issued till last date of bid submission date duly stamped and signed by the authorized signatory of the bidder.  
**Note:** If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender. Details of the allied equipment's offered and proposed to be deployed for carrying out the work along with its valid registration certificates in the standard pro-forma as enclosed.
  - q) Details of work experience in similar jobs Annexure-3
  - r) Annual Report / Audited Balance Sheets, for the last three financial years ending 31st March of the previous financial year
  - s) GST Registration certificate
  - t) Income Tax Return (ITR) filed by the Company for the last three financial years
  - u) PAN card of the Company

- v) Annexre-4 for Average Annual Turnover
- w) Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annexre-11
- x) Details of manpower/Laboure to be deployed at Annexre-2
- y) Bank draft for Ernest Money to be deposited.
- z) Income Tax Clearance Certificate for the last 2 years to be filed.
- aa) Bidders to sign on all the sheets of the Tender document.
- bb) Audited balance Sheet along with turnover, profit and loss account for the last 3 financial years i.e ending 2021-22, 2022-23 & 2023-24

## 16.6 Cover - II: Financial Bid

Financial Bid in excel format (BoQ\_XXXXX) provided along with this Tender as Form Fin – 2 shall be used for quoting prices / offer.

(i). This will contain fixed rate contract price to be charged for completing the work.

(ii). While working out the price, following points should be noted:

- a) The Bidders will have to bear the all other incidental cost during the works is also to be borne by the Bidder.
- b) The Bidders will have to make their own arrangements for the transportation / accommodation / TA / DA of their personnel assigned to this services. The price quoted shall also include the Bidder's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, the remuneration of the experts, secretarial staff, their salary, allowances and overhead expenditure etc.
- c) All duties, taxes, royalties and other levies payable by the Bidder for executing the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be paid as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount, against submission of proof of change in Tax on work done amount. However, this would be entertained only if the Bidder has submitted its breakup with effective weight age, otherwise it would be presumed that the Bidder would absorb

the same in his quote

- d) The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).
- e) The total duration of Works shall be as specified under the clause 67 below.

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

**18. Last date and time for submission and opening:** Last date for submission of online bids is 08-01-2025 upto 15.00 hrs. Submission of online bids will be through <https://eprocure.gov.in/eprocure/app>. The tender shall be opened on 09-01-2025 at 15.30 hrs in presence of authorized representatives of IWAI and the tenderers who would like to be present at the time of opening.

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

**20. Performance Security & Security Deposit:** The successful bidder shall enter into an agreement with IWAI and shall furnish Performance Security & Security Deposit.

**Performance Security:** The Contractor shall be required to deposit an amount equal to 5% of the contract value of the work as Performance Security in the form of an irrevocable bank guarantee bond of any nationalized / scheduled bank of India in accordance with the format prescribed within 07 days of the issuance of the LoA. The Performance Bank Guarantee shall be valid till 90 days beyond the validity of guarantee period or until the Contractor has executed and completed the Works.

**Security Deposit:** A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as the earnest money in the form of RTGS will amount to security deposit of 5% of the contract value of work. The Earnest money of the successful bidder submitted in the form of RTGS will be retained as Security Deposit. **Bank guarantee will not be accepted as security deposit.**

The total security deposit shall remain with the Authority till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Director, IWAI, Kolkata is satisfied that there is no demand outstanding



against the Contractor.

No interest will be paid on Security Deposit. The total security deposit shall remain with the Employer till the completion of the contract.

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

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

23. The Successful Bidder shall commence the work within 07 days from the issue of Letter of Award and proceed with the same expeditiously and without delay as may be expressly sanctioned or ordered by Director, IWAI, Kolkata. If the contractor commits default in commencement of work as aforesaid, the Director, IWAI, Kolkata shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money.

24. All instructions and orders in respect of the work shall be given by the Director, IWAI, Kolkata in writing. However, any verbal instructions or order shall be confirmed in writing immediately and only such written instructions shall be deemed to be valid.

25. The Successful Bidder shall at his own expenses provide / arrange all materials required for the bonafide use of work under the contract, as also for initial mobilization, preliminary, enabling and ancillary works.

26. The Successful Bidder shall not claim any amount on account of escalation cost clause in case of hike in material/ labour.

27. The works are generally required to be executed during the office hours of working days, however, in an event of extreme emergency the Successful Bidder shall initiate necessary preliminary steps to ensure safety of life, property or works and thereafter immediately advise the Director, IWAI, Kolkata.

28. If any person employed by the Successful Bidder is not an Indian then the Successful Bidder has to ensure that such person possesses necessary special permit as required from the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such person the Successful Bidder shall be held responsible for such lapse & authority shall not be liable in any event.

29. Force majeure

29.1 In the event of any Riots (other than among the Agent's employees), Civil Commotion (to the extent non insurable), war (whether declared

or not), invasion, act of foreign enemies, hostilation, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Agent's negligence and other such causes over which the Successful Bidder has no control , such an event shall be viewed as Force majeure. In this event if either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, there by shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause. The decision of the Director, IWAI, Kolkata shall be final in deciding whether such an event is a Force majeure or not.

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

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

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

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

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

**33. Foreclosure of contract in full or In part due to abandonment or reduction in scope of work:** If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Authority shall give notice in writing to that effect to the Successful Bidder and the Successful Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

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

**35. Termination of contract on death:** If the Successful Bidder is an individual or a proprietary concern and the individual or the proprietor dies, or if the Successful Bidder is a partnership concern and one of the partners dies, then, unless the IWAI is satisfied that the legal representatives of the individual Successful Bidder or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the IWAI shall be entitled to terminate such incomplete Contract to the extent of its incomplete part without the Authority being in anyway liable for paying any compensation whatsoever on any account to the estate of the deceased Successful Bidder and/or to the surviving partners of the Agent's firm on account of termination of the Contract. The decision of the IWAI that the legal representatives of the deceased Successful Bidder or the surviving partners of the Agent's firm are incapable of carrying out the incomplete works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Successful Bidder and/or the surviving partners of the Agent's firm liable for damages for not completing the contract. Provided that the power of the IWAI of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

**36. Liquidated damages:** If the successful bidder fails to complete any item of works with the period (s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of contractor) as may be agreed he shall without prejudice to any other right or remedy of the Authority on account of such default pay compensation (not by way of penalty) @ ½ % (half percent) per week or part thereof on the total value of the contract subject to a maximum 10% of the total of the contract. The maximum LD to be deducted shall be restricted to 10% of the Contract value. Once the maximum is reached, the employer may terminate the Contract.

37. The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST shall be paid as per existing rules and regulations at the time of payment.

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

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

The Successful Bidder will ensure that confidentiality is maintained to the highest level and information on the Vessel/Barge arrival/departure is disseminated only on a need to know basis.

**40. Arbitration:** Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Successful Bidder and the Authority in relation to or in connection with contract shall be referred for arbitration to the Sole arbitrator appointed by Chairman/Chairperson of IWAI and the decision of the arbitration panel shall be final and binding on both the parties. The Arbitration proceedings shall be as per the Arbitration and Conciliation Act, 1996 laws of India.

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

Arbitrator.

**42. The Court at Kolkata shall have exclusive jurisdiction to try and decide any dispute.**

**43. Scope of work**

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

44. The Agent/contractor service charges covers expenses for coordination & clearance and including obtaining and forwarding of River Notices, BIWTA Permissions, dredging progress and any other assigned works from BIWTA / Customs / NBR / MOFA / MOS / BDR and other agencies of Bangladesh. Arranging Pilots, Provisions to fleet personnel, Jetties, Moorings, Cargo, Shore Godowns & supervision of loading / unloading of cargo, Towage assistance, Repair of vessels, Salvaging activities, watch & ward / fuel / marine stores / Facilitating Medical Treatment / survey of vessels, Assistance in crew changes, visa arrangements, and travel, and in Insurance/Legal assistance including, Telephone, cable, Telex and Fax Bills etc., all complete as per BoQ, scope of work, Terms & Conditions and as per direction of Director, IWAI, Kolkata.

**If services other than those indicated in the BoQ are requisitioned, the quotes for the same have to be approved by the Authority.**

45. Voyage Permission Fee, Pilotage Fee, Canal Charges, Berthing charges, Landing and Shipping (LSC) charges, Labour Handling Charges, Storage charges, Transshipment Fee, Conservancy Charges including applicable VAT on the vessels payable to BIWTA and Port dues, way bill, Customs MOT under the Laws and Rules of Bangladesh issued by the concerned Authorities of Bangladesh shall be reimbursed to the Successful Bidder in INR on submission of original Bills.
46. The Agent service charges excludes Port dues, Conservancy, Toll, indemnified Taxes, Pilotage fees, Provisions to fleet personnel, Berthing Charges leviable on the vessels, Draft survey of vessels. Payment of Immigration/Migration expenses, Bunkering, Repair of vessels, Marine stores and provision, Medical Treatment to crews, Crews wages, Court & Police cases connected with the vessels and their crew members and Import / Export dues on vessels and any other statutory dues other than those mentioned at 45 above, leviable by the Government on the vessels.
47. Travelling expenses towards crew changes shall be shall be reimbursed to

the Successful Bidder in INR on submission of original tickets, receipts, invoices etc., duly certified by the concern crew member/Master/Driver of the vessel.

48. Expenses towards Insurance, Legal and Technical expertise, salvage, towage, shall be paid by the IWAI direct to the Authority concerned/Firm/Agency/Expert on receipt of invoices through the Successful Bidder. The quotations for the same have to be approved by the Authority.
49. The Successful Bidder shall arrange for prompt remittance of surplus fund on request of the Authority, within a period not exceeding 30 (Thirty) days. Likewise the IWAI shall normally within 60 (Sixty) days
50. In the event of any urgent repair work or any other emergency necessitating urgent attention towards the safety and security of the vessels, cargo and personnel, the Successful Bidder shall act promptly and incur such expenditure as deemed necessary without prior reference to the Authority but in consultation with the vessel Master/ Driver subject to the condition that the amount exceeding Taka 20,000/- (Taka twenty thousand only) shall require prior sanction from the Authority.
51. Manual loading / unloading of goods shall be billed at an average rate of 200(two hundred) tones a day under normal working condition.
52. The Successful Bidder shall look after the interest of the vessels and their crew members; render assistance in matters of receipt and delivery of goods; arrange necessary supplies of victuals and fuel; medical assistance to crew members; secure payment and obtain delivery of moneys and securities receivable on account of the vessels and defend the vessels interest in all matters.
53. The Successful Bidder shall arrange for salvage, towage and repairs of the vessels and conduct survey when called upon to do so & he shall keep the authority accordingly informed of these from time to time.
54. The Successful Bidder shall at all times abide by the orders and instructions as given by the authority from time to time regarding employment of the Authority's vessel (s) and all other ancillary matters related to the said vessel(s) and shall, if instructed to do so, cancel, postpone or advance any arrangements made or proposed to be made by the Authority.
55. The Successful Bidder shall promptly notify the Authority about matters which are likely to give rise to insurance claims or any other legal proceedings / claims against the vessels or the Authority and thereby take appropriate steps deemed expedient to protect the interests of the Authority. In the event of any claim the Successful Bidder shall complete all formalities and enquiries and forward the case to the Authority with its recommendation. The payment shall be made by the Authority on the merit of each case. The Successful Bidder is also required to keep the

Authority informed of the conditions of the machinery of the vessels as also about any matter when any vessel is subjected to forfeiture, confiscation or any other penalties which may be imposed by the Government or Statutory Authority of Bangladesh.

56. The Successful Bidder shall collect cash on account of under charges and maintain Book of accounts in the form and manner prescribed by the Authority including maintenance of separate records relating to the maintenance and operation of the vessels and periodical statements or voyage account as the Authority may require from time to time. The Successful Bidder should deposit all daily cash collection on account of under-charges, demurrage etc. in the Authority's Bank Account within 24 (Twenty four) hours of collection of the same.
57. Upon representation of monthly accounts of each vessel, the Authority shall normally arrange payment within 60 (Sixty) days on receipt of the same. The Authority through its officers shall be entitled to inspect the books and records to be maintained by the Successful Bidder as per instruction of the Authority.
58. The Successful Bidder shall not enter into any contract for freight or otherwise at any price higher or lower than that fixed by the Authority from time to time and shall not allow any commission or discount without prior written approval of the Authority.
59. The Successful Bidder shall perform all allied jobs (including specific or general/normal services) for vessels of the Authority engaged in transit trade through Bangladesh as and when called upon to do so on such terms & conditions as may be mutually agreed upon.
60. The Authority or the Successful Bidder may terminate the contract by serving three months written notice for such termination.
61. The expiration or termination of agency for any reason, shall be without prejudice to the rights of the Authority or the Agent, and shall not relieve the Successful Bidder of any of his obligation and guarantee hereunder. Immediately after such expiration/ termination the Successful Bidder shall complete its obligation of completing/ delivering the work/. The Authority, in its turn, shall arrange for the payment of all pending bills / bills raised by the Successful Bidder in connection with aforesaid actions.
62. The Successful Bidder shall provide services for the vessels of other agencies plying in IWT mode and going to Bangladesh on payment basis if desired by the agent.
63. The Successful Bidder should obtain copies of River Notices, appraising IWAI about the progress of dredging in protocol routes, if any & of any other work assigned to the Successful Bidder from time to time by IWAI on mutually agreed terms and rates.
64. The Successful Bidder should coordinate with NBR, MOFA, MOS, BDR

and BIWTA for smooth passage of vessel going to Dhubri, Karimganj/Badarpur, Sonamura, Maia/Dhulian through Bangladesh from Haldia/Kolkata and vice versa.

65. Upon completion of work order the Successful Bidder shall inform IWAI of such completion and the IWAI shall be the sole authority to determine the successful completion of the work and thereafter shall issue a completion certificate.
66. The IWAI may retain any payments due or the completion certificate till its satisfied that the work is successfully completed.
67. The contract will be initially for a period of three (3) years i.e from 2025-28 and is extendable for another 2 years on yearly basis based on satisfactory performance of the services. Eenhancement of Service charges for the year 2028-29 shall be 2.0% over quoted rates (excluding GST) and for the year 2029-30 shall be 4.0% over quoted rates(excluding GST).
68. Payment Schedule/terms:
  - (a). The rates payable against each service (s) under the Contract shall be stipulated in the LoA & there upon shall become part of this Contract and be paid in accordance with the terms hereon. The price quoted will squarely and totally include all the charges to be paid to the Contractor by the Employer except for GST, which shall be paid as per the Government provisions effective at the time of release of payments.
  - (b). Agent Service charges shall be made in Indian Rupees (INR) only and shall be subject to applicable Indian Laws for the purpose of taxation, if any.
  - (c). Interim bills shall be submitted by the Successful Bidder quarterly or on completion of voyage whichever is earlier. Successful Bidder shall submit a "Certificate denoting safe reaching of vessel(s)/Barge(s)" duly signed by the Director/Officer in Charge of the destination point. Payment on this account for amount admissible shall be disbursed by the Director, IWAI, RO Kolkata certifying the sum to which the Successful Bidder is considered entitled by way of interim payment for the services executed.

**Notes:**

- (a). No idle time charges on any account shall be paid to the Contractor during the Contract period.
- (b). Bills shall be submitted by the contractor for the work executed as per LoA. The EIC shall then arrange to have the bills verified with reference to the actual works executed.



- (c). Payment of the contractor's bill shall be made by the Director, IWAI, Kolkata within 30 days from the date of submission of the bill subject to the acceptance of the Director, IWAI, Kolkata/ his representative.
- (d). Payment dues to contractor shall be made by e-payment by the Director, IWAI, Kolkata as per Annex-VII (Details of bank account for release of payment through electronic fund transfer system) provided by the Successful Bidder duly filled up.
- (e). The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Director, IWAI, Kolkata. No further claim in this regard unless as specified here in under shall be entertained.
- (f). Whenever any claim what so ever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum than due or which at any time then thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from his security deposit or he shall pay the claim on demand.
- (g) The Authority reserve the rights to carry out post payment audit and technical examination on the final bill including all supporting vouchers abstract etc. The Authority further reserve the right to enforce recovery of any over payment when detected not with standing the fact that the amount of the final bill may be included by one of the parties as an item or dispute before an arbitrator appointed under arbitration clause and not with standing this fact that the amount of the final bill figures in the arbitration award.
- (h). If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the employer from the contractor by any or all of the methods prescribed above and if any underpayment is discovered, the amount shall be duly paid to the contractor by the employer.
- (i) Provided that the aforesaid right of the employer to adjust overpayments against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years beyond the date of payment of the final bill or in case the final bill is a MINUS BILL, from the date the date of the amount payable by the contractor under the MINUS final bill is communicated to the contractor.
- (j) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be with

held or retained by way of lien by the Director, IWAI, Kolkata against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Director, IWAI, Kolkata or with such other person or persons.

- (k) The sum of money so with held or retained under this clause by the Director or Authority will be kept with held or retained as such by Director or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the contractor, if the contract is governed by the arbitration clause or by the competent court here in after provided as the case may be, and the contractor shall have no claim for interest or damages what so ever in this account or any other ground in respect of any sum of money with held or retained under this clause.
- (l) The contractor shall show the GST component separately in the bill/invoice. The GST shall be paid as per existing rules and regulations at the time of payment. The Work Contract Tax (WCT) & labour cess amount if applicable will be deducted directly from the bill of contractor and will submit in concern department.
- (j) The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the engineer. No further claim in this regard unless as specified here in under shall be entertained.

**FORM FIN – 1: FINANCIAL BID SUBMISSION FORM**

*[Location, Date]*

To:

*[Name and address of Employer]*

Dear Sir,

We, the undersigned, offer to provide the services for the Assignment / Job for *[Insert title of Assignment/Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies etc.) excluding Goods & Service Tax (GST), which shall be paid as per the provisions effective at the time of release of payments. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.

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

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

**Yours sincerely,**

**Authorized Signature [In Full and initials]:**

**Name and Title of Signatory :** .....

**Name of Firm** :.....

**FORM FIN – 2: SUMMARY OF COSTS – Item Rate BOQ**  
**(All amount in INR)**  
**(To be quoted Online)**

<b>PRICE SCHEDULE</b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
<b>NUM BER #</b>	<b>TEXT #</b>	<b>NUMBE R #</b>	<b>TEXT #</b>	<b>NUMBE R #</b>	<b>NUMBE R #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>BASIC RATE In Figures To be entered by the Bidder Rs. P</b>	<b>TOTAL AMOUN T Excludi ng Taxes</b>	<b>TOTAL AMOU NT In Words</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>13</b>	<b>53</b>	<b>55</b>
1	Agent Service charges for coordination & clearance including obtaining and forwarding of River Notices, BIWTA Permissions, dredging progress & arranging pilots, provisions to fleet personnel and any other assigned works from BIWTA / Customs / NBR / MOFA / MOS / BDR and other agencies of Bangladesh etc., all complete as per BoQ, scope of work, Terms & Conditions and as per direction of Director, IWAI, Kolkata.					
1.01	Per voyage of Flotilla comprising One Tug and Two or more than two Barges.	6	no			
1.02	Per voyage of Self Propelled Vessel (6 no. voyages considered in a year.	18	no			
2	Agent Service charges for arranging (1) Jetties, Moorings, cargo, Shore godowns (2) supervision of loading / unloading of cargo etc., all complete as per BoQ, scope of work, Terms & Conditions and as per direction of Director, IWAI, Kolkata. (Payment shall be for arranging each service)					
2.01	Unloading in Bangladesh	6	no			
2.02	Loading in Bangladesh	6	no			
3	Agent Service charges for arranging (1) Towage assistance; (2) Repair of vessels; (3) Salvaging activities etc., all complete as per BoQ, scope of work, Terms & Conditions and as per direction of Director, IWAI, Kolkata. (Payment shall be for arranging each service)					

3.01	Per voyage of Flotilla comprising One Tug and Two or more than two Barges	6	no			
3.02	Per voyage of Self Propelled Vessel	6	no			
4	<b>Agent Service charges for arranging (1). Watch &amp; ward (2). Fuel/marine stores (3). Facilitate Medical Treatment (4) Survey of vessels etc., and travel all complete as per BoQ, scope of work, Terms &amp; Conditions and as per direction of Director, IWAI, Kolkata. (Payment shall be for arranging each service)</b>					
4.01	Per voyage of Flotilla comprising One Tug and Two or more than two Barges	6	no			
4.02	Per voyage of Self Propelled Vessel	6	no			
5	<b>Agent Service charges for arranging (1). Insurance related works (2). Legal assistance (3). Arranging suitable technical expertise (4). Assistance in crew changes, visa arrangements etc., all complete as per BoQ, scope of work, Terms &amp; Conditions and as per direction of Director, IWAI, Kolkata. (Payment shall be for arranging each service)</b>					
5.01	Per voyage of Flotilla comprising One Tug and Two or more than two Barges or Per Self Propelled Vessel	3	no			
<b>Total in Figures</b>						<b>0.00</b>
<b>Quoted Rate in Words</b>	<b>including all taxes excluding GST</b>		<b>INR Zero Only</b>			

**Note:** During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.

### **Authorized Signatory**

**Name** :

**Designation** :

**Name of Firm** :

**Address** :

**BIDDER INFORMATION SHEET**  
**(To be submitted on the letter head of the Bidder)**

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

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

**Note:**

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

ANNEXURE-2

DETAILS OF MANPOWER AVAILABLE WITH THE FIRM AND THEIR  
PRESENT DEPLOYMENT

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

ANNEXURE-3

DETAILS OF SIMILAR WORKS  
UNDER TAKENDURING LAST 7 YEARS

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

**AVERAGE ANNUAL TURNOVER**  
**(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)**

<b>Sl. No.</b>	<b>Financial Years</b>	<b>Annual Turnover in INR</b>
1.	2021-22	
2.	2022-23	
3.	2023-24	
4.	Total (1+2+3)	
5.	Average Annual Turnover	

**Certificate from the Statutory Auditor**

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

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**.....

**(Signature of the Statutory Auditor Seal of the Firm)**

**Note:** In case the Bidder does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.



**LETTER OF BID**  
**(To be submitted on the letter head of the Bidder)**

To,

**The Director**  
**Inland Waterways Authority of India**  
**P-78, Garden Reach Road**  
**Kolkata - 700043**

**Sub:** Providing Vessel-Husbanding Services and related activities etc to IWAI vessels in India-Bangladesh PIWTT Riverine Routes.

Dear Sir,

1. Having examined the information and instructions for submission of tender, General & Special Conditions of Contract, Technical, General and detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We .....(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I / We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I / We am / are tendering for the services mentioned in the above subject and submitting the EMD in the form of Demand Draft/RTGS/NEFT in favour of IWAI Fund payable at Kolkata at Nationalized /schedule bank as per the details given therein:

Sl. No	Particulars	Demand Draft/RTGS/NEFT No. & date	EMD (Rs.)	Details of Bank (Name of bank, Branch and address)
	Providing Vessel-Husbanding Services and related activities etc to IWAI vessels in India-Bangladesh PIWTT Riverine Routes			

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the last date of Bid Submission or extension thereto as required by IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Performance security as aforesaid and IWAI shall

without any prejudice to another right or remedy, be at the liberty to forfeit the said Performance security absolutely otherwise the said Performance security shall be retained by IWAI towards part of security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on Performance security and/ or Security Deposit.

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

Date .....

Signature .....

Name .....

Designation .....

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

(Name and address of firm)

M/s .....

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

Email ID: .....

POWER OF ATTORNEY

***(To be executed on non-judicial stamp paper of appropriate value in accordance***

***with relevant Stamp Act and duly notarised. The stamp paper to be in the name of the company who is issuing the Power of Attorney)***

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

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

**For ...**

**(Signature, Name, Designation and Address)**

**Witnesses:**

**1.....**

2. ....

**Accepted**

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

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

DECLARATION BY THE BIDDERS  
(To be submitted on the letter head of the Bidder)

To,

Date:.....

Director, Kolkata  
IWAI, P-78,  
Garden Reach Road,  
Kolkata – 700043

**Kind Attention:**.....(insert name of authorized representative)

**Sub: Declaration from the Bidder**

**Tender Reference No:**.....

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

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

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

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

INTEGRITY AGREEMENT

***(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and signed by the Bidder and the same is to signed by the Authorized Signatory / Competent Employer on behalf of IWAI)***

This Integrity Agreement is made at ..... on this .....day of ..... 2018

BETWEEN

Chairperson, Inland Waterways Authority of India represented through.....(*insert name of authorised representative*), Inland Waterways Authority of India, A - 13, Sec. - 1, Noida.

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

AND

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

**Preamble:**

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

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter

into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

**Article 1: Commitment of the Principal/Owner**

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of

which it has knowledge of or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.



- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means of a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

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

duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

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

#### **Article 4: Previous Transgression**

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

### **Article 5: Equal Treatment of all Bidders/Contractors**

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

### **Article 6: Duration of the Pact**

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

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

### **Article 7: Other Provisions**

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

action taken by the Employer in accordance with this Integrity Agreement/  
Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....

**(For and on behalf of Employer)**

.....

**(For and on behalf of Bidder/Contractor)**

**WITNESSES:**

1. ....

**(Signature, name and address)**

2. ....

**(Signature, name and address)**

**Place :** .....

**Date :** .....

FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

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

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR ..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any

suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Contractor** shall have no claim against us for making such payment.

3. We, **(Bank)** further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this Guarantee after 90 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Contractor** or by any such matter

- or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
  6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... ALL YOUR RIGHTS UNDER THE GUARNTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
  7. This Guarantee will be discharge even there is a change in the constitution of the Bank or the **Contractor**.
  8. We, (**Bank**) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of ..... 2018

for .....

(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch

(SEAL)

**AGREEMENT FORMAT**

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

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

WHEREAS the Successful Bidder has offered to execute and complete such services and whereas IWAI has accepted the tender of the Successful Bidder and WHEREAS the Successful Bidder has furnished Rs. \_\_\_\_\_ a s Security for due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS.

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

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

- i) Notice Inviting Tenders
- ii) Annexure
  - a) Annexure 1
  - b) Performal(a)to1(d)

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



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

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

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

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

**For and on behalf of**  
***(Agent)***

*Signature* \_\_\_\_\_  
*Name & Designation* \_\_\_\_\_  
*Stamp*

*Signature* \_\_\_\_\_  
*Name & Designation* \_\_\_\_\_  
*Stamp*

**Witness – I**  
1) Signature \_\_\_\_\_  
2) Name &  
Designation \_\_\_\_\_

**Witness – I**  
1) Signature \_\_\_\_\_  
2) Name &  
Designation \_\_\_\_\_

**Witness – II**  
1) Signature \_\_\_\_\_  
2) Name &  
Designation \_\_\_\_\_

**Witness – II**  
1) Signature \_\_\_\_\_  
2) Name &  
Designation \_\_\_\_\_

DETAILS OF BANK ACCOUNT  
**FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM**  
*(To be submitted on the letter head of the Bidder)*

**NAME OF THE PROJECT:** \_\_\_\_\_

We \_\_\_\_\_ *(Name of the Bidder)* hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay / default due to any technical reasons beyond IWAI's control:-

**Bank Account Number** : \_\_\_\_\_

**RTGS/NEFT/IFSC CODE** : \_\_\_\_\_

**NAME OF THE BANK** : \_\_\_\_\_

**ADDRESS OF THE BRANCH** : \_\_\_\_\_

**OF THE BANK**

**BRANCH CODE** : \_\_\_\_\_

**ACCOUNT TYPE**

**(SAVING/CURRENT/OTHERS)** : \_\_\_\_\_

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.**

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold IWAI responsible.

**Signature of Authorized Signatory**

**Name & Designation**

**Date:**

**Place**

WARRANTY FORM

M/s \_\_\_\_\_ h  
aving its registered office at \_\_\_\_\_ (hereinafter  
referred to as the contractor) having carefully studied all the documents,  
specifications, designs, drawings etc pertaining to the contract for services  
required for the work of  
\_\_\_\_\_ and the local  
and site conditions and having under taken to provide the said services:

DO HEREBY WARRANT THAT:

1. The contractor is familiar with all the requirements of the contract.
2. The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risks directly or indirectly, connected with the performance of the contract.
5. The contractor has no collusion with other contractors, with any of the men of the Director, IWAI, Kolkata or with any other person in Authority to execute the said works according to the terms and conditions of the said contract.
6. The contractor has not been influenced by any statement or promise of the Authority or Director, IWAI, Kolkata but only by the contract documents.
7. The Contractor is financially solvent.
8. The Contractor is experienced and competent to perform the contract to satisfaction of the Director, IWAI, Kolkata.
9. The Statement submitted by the contractor is true.
10. The contractor is familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein or environment.

Date:

For and on behalf of the Agent/Contractor.

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

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

Stamp: \_\_\_\_\_

LETTER OF ACCEPTANCE OF TENDER DOCUMENT  
***(To be submitted on the letter head of the Bidder)***

**To,**

**Date:**

.....(*insert name of the authorised representative*),

**INLAND WATERWAYS AUTHORITY OF INDIA,**

**P-78,Garden Reach Road, Kolkata - 700043,**

**Sub:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No:**.....

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

Dear Sir,

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

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**

**Notice for appointment of Arbitrator**

To,  
The Chairman, IWAI

.....  
.....

Dear Sir,

In terms of clause 40 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputed mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of imitiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Director for decision
17. Date of receipt of Director's decision
18. Date of appeal made to Chairman, IWAI
19. Date of receipt of the decision of Chairman, IWAI

Specimen signatures of the applicant  
(only the person/authority who  
signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims
- 2.
- 3.
- 4.

Yours faithfully  
(Signatures)

Copy in duplicate to:

1. The Regional Director, IWAI

**List of Bangladesh Protocol Operators**

SI No.	Name of Operator	Operator Address /Ph no &Email no.
01.	M/S. Winship.	Shahjalal Tower (4 <sup>th</sup> Floor),80/A, Siddheswari Circular Road ,Dhaka-1217. Phone no.01711392324 Email no. winshiplogisticsbdltd@gmail.com
02.	M/S. Ariana Shipping Line,	Modern Monsion, (6 <sup>th</sup> Floor), 53 Motijheel C/A, Dhaka1000. Phone no.01791805229 Email no.wpi@bangla.net.bd
03.	M/s. Alamgir Navigation.	Co.11, Suites-3,Level-11 Sattara Center 30/4 Nayapalton VIP Road, Dhaka. Phone no.01616504850 Email no.gbeadhk@gmail.com/ashif15.as@gmail.com
04.	M/s. Alpha Shipping Lines.	58.National Stadium Market, Paltan, Dhaka. Phone no.01748930658. Email no.alphashipping74@gmail.com
05.	M/s. Sayra Shipping Lines.	100/1, Arambagh, Motijheel, Dhaka. Phone no. 01711547500 Email no.sayra-bd@yahoo.com
06.	M/s. Metrocem Shipping Ltd.	Yunus Centre, Level-12,52-53 Dilkusha, B/A, Dhaka. Phone no. 01708809855 Email no.shahadat.hossain@metrocem.com.bd
07.	M/s. Sumona Corporation	55/B, Noakhali Tower, Purana Paltan Lane, Dhaka. Phone no. 01712770011 Email no.sumona.corporation@gmail.com
08.	M/s. AADI Shipping Lines	28/C/1, Toynbee Circular Road, Motijheel, Dhaka. Phone no. 01711145901 Email no.aadishippingbd@gmail.com
09.	M/s. Al Jamiu Shipping Lines	28/C-1, Coinbi Circular Road, Dhaka. Phone no. 01711119176 Email no.aljamiushipping@gmail.com