



TENDER

FOR

**Consultancy Services for Plan and
Implementation support for
commercialization of NW-2 and NW-16**

Tender No. IWAI/NER/NW-2/DPR-Commercialization/2018

INLAND WATERWAYS AUTHORITY OF INDIA

APRIL, 2018

DISCLAIMER

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

4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the consultancy and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the RFP / amended Tender document will be made available on the website of IWAI.

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SECTION - I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

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

Tel (0120) 2474093: Fax (0120) 2522969

Email: smaurya.iwai@nic.in

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

NOTICE INVITING E-TENDER

a) Introduction

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from reputed **Consulting firms** in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “**Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16**”.

b) Critical Data Sheet

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” and pay Rs. 1,000/- (Rupees One Thousand only) as the cost of Bid document deposited to IWAI fund except Micro and Small Enterprises (MSEs) in compliance with Clause 6.1 of ITB.

Document download start date	06.04.2018
Date of submission of pre-bid queries	13.04.2018
Pre-bid meeting	16.04.2018 at 1430 hrs
Bid Submission Last Date	03.05.2018 up to 1500 hrs
Bid Opening date	04.05.2018 at 1530 hrs
Cost of tender document	INR 1,000/-

c) Brief Scope of the Work

In brief, the Scope of Work for the appointed firm shall be providing Consultancy Services for Plan and Implementation support for

commercialization of NW-2 and NW-16. The detailed Terms of Reference (ToR)/scope of the work shall be as described in the Section-VI of this RFP.

d) Method of Selection

Bidder will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this Tender Document.

e) Clarifications

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

Director (NER),

Inland Waterways Authority of India,

(Ministry of Shipping, Govt. of India)

A-13, Sector – 1, Noida-201301, U. P.

Tel. Nos. 0120 - 2474093

Fax No. 0120 – 2522969

E-Mail: srmaurya.iwai@nic.in

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

- f) IWAI reserves the right to accept or reject any or all Tenders without signing any reason and no correspondence shall be entertained in this regard.

Director (NER)

IWAI, Noida

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Parliament of India has passed the National Waterways bill, 2015 on 9th March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 Inland Water Transport (IWT) has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland waterway vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.

2. Introduction

- 2.1 The Employer will select a consulting firm / organization (the "Consultant") in accordance with the method of selection specified in Clause - 16 under Section – II: Instruction to Bidder (ITB).
- 2.2 The name of the Assignment / Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference and Scope of Service.
- 2.3 The date, time and address for submission of the Bids have been given in Section – III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

3. Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria:-

- 3.1 Bidder should be one among the renowned Consultancy organization those who are private entities, Government entities having proven competence, capacity and experience in conducting evaluation of Market

potential & Demand assessment, Infrastructure analysis, Front End Engineering and Design Work, Financial & Economic Analysis, Socio-Economic Environment analysis, Institutional Mechanism & Structuring and Project Management Consultancy.

- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor.
- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the “Similar” work. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in Clause 3.2 above is mandatory to qualify.
- 3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in Clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditor(s).
- 3.5 Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.6 The similar work experience of parent company / subsidiary / sister Company shall only be considered if they are part of JV.
- 3.7 The Bidder shall offer and make available the list of all Key Personnel as mentioned in Clause 16.2, Section II of ITB meeting the requirements specified in Section – VI: Terms of Reference and Scope of Service. Each of the Key Personnel must fulfill the conditions of eligibility with respect to Qualifications and Experience as outlined in ToR in Section - VI.

- 3.8 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 3.9 The Bidder shall also indicate following:
- 3.9.1 The Bidder shall have adequate resources for successful execution of the consultancy work and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Section - III: Data Sheet.
- 3.9.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Pre-Bid Meeting

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum no. of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

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

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4I, Section IV.

5. Clarifications and Addendums

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet.
- 5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it

necessary to amend the Tender document as a result of a clarification, it shall do so following the procedure mentioned hereunder:

- (i) At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment / clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> IWAI's website "www.iwai.nic.in".

6. Preparation of Bids

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

Bidders shall adhere to the requirements mentioned below:

6.1 Earnest Money Deposit (EMD)

6.1.1 Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, shall furnish EMD of the amounts as mentioned in Section III Data Sheet. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

- | | |
|-----------------------------------|---------------------------------------|
| i.) Name of Bank Account: | IWAI FUND |
| ii.) Bank Name and Address | Union Bank of India, Sector 15, Noida |
| iii.) Bank Account Number | 513202050000007 |
| iv.) IFSC | UBIN0551325 |

6.1.2 A part of earnest money is acceptable in the form of bank guarantee also. In such cases, 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited through RTGS and balance may be deposited in

shape of Bank Guarantee of any scheduled bank having Validity for six months or more from the last date of receipt of bids.

- 6.1.3 Bids not accompanied by EMD shall be rejected as non-responsive.
- 6.1.4 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- 6.1.5 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.
- 6.1.6 Part of EMD acceptable in the form of bank Guarantee shall be deposited as per attached Bank Guarantee format (Annexure VII).
- 6.1.7 The EMD shall be forfeited by the Employer in the following events:
- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (ii) If the Bidder tries to influence the evaluation process.
 - (iii) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Consultant)
 - (iv) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
 - (v) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work.
 - (vi) If the Bidder fails to furnish the security deposit in accordance with conditions of contract.
 - (vii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.

6.2 Cost of Tender Document

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, are required to pay the cost of Tender Document as mentioned in Section-III, Data Sheet through RTGS. The cost of Tender Document is Non-Refundable.

6.3 Bank Solvency

All bidders shall submit bank solvency certificate from a nationalized / scheduled bank in India for an amount as mentioned in Section - III: Data Sheet. The solvency certificate submitted by the bidder shall not be older than one (01) year from the Bid Submission Last Date. The certificate shall be for the current financial year in which the bids are being submitted. In case bidder does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any Nationalized / Scheduled Bank in India in the name of the bidder.

6.4 Taxes

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 which will be quoted separately by the Bidder as per Form Fin – 2. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The GST and all other relevant taxes shall be as per existing rules and regulations at the time of payment.

6.5 Currency

Bidders shall express the price of their Assignment/job in Indian Rupees.

6.6 Language

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

6.7 Bid Validity

The Section - III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional Staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The employer will make its best effort to complete negotiations, if any, within this period. Should the need

arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional staff Proposed in the Bid and that their financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. The bidders who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 Number of Bids

A bidder can submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

6.9 Bids by Joint venture/consortium

6.9.1 The Joint Venture/consortium can be entered between two or more firms and limited to maximum three firms.

6.9.2 The lead member should have highest share of participation in a JV/consortium.

6.9.3 In case the bidder is a JV of two members then the minimum share of the 2nd member shall be 25%. In case the bidder is JV/consortium of three members then share of 2nd and 3rd member shall not be less than 15% each, with total share of all the JV/consortium members being 100%.

6.9.4 There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them (as per the format in Form 4L). The Bidder has to submit either of the following:

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

6.9.4.2 A documentary proof of "intent of forming JV/consortium" on Rs.100/- notarized stamp paper at the time of submission of bid. The successful bidder will however be required to submit the copy of Joint Venture Agreement in accordance with requirements mentioned in this Tender document after issuance of Letter of award and before signing of agreement. The members of JV/Consortium shall incorporate a Company and register the same under the provisions of Companies Act, 2013, (as their wholly owned subsidiary) to execute the Project, if awarded to the JV/Consortium.

The Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:

- Name of the Lead Partner
- Clearly mentioned Percentage share of JV / Consortium members adhering to the clause 6.9.3 mentioned above.
- “All the partners shall jointly and severally liable for the execution of the Contract in accordance with the Contract terms”

6.9.5 Lead partner’s authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners/members of JV/consortium.

6.9.6 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

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

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

6.9.9 The bid submitted shall contain all relevant information for each member of JV/consortium as per the requirement stipulated under clause 10.1 of ITB

6.9.10 Lead member should have stake in the Joint Venture / consortium as stipulated in Clause 6.9.3 of Instructions to Bidders (ITB) and it should be clarify the proposed responsibilities as per the format in Form 4L. However, the JV / Consortium members together shall meet the overall qualification Criteria stipulated in Clause 16.1 if ITB.

6.9.11 In case of award of work to a JV/consortium, all the members of the JV/consortium shall sign the contract agreement

7. Conflict of Interest

7.1 Employer requires that selected bidder (consultant) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.

7.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-

(a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Employer to provide goods, works or assignment / job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments/ jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment/ job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.

(b) **Conflicting Assignment/Job:** A consultant {including its Personnel and Sub-consultant(s)} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Consultant to be executed for the same or for another Employer, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.

(c) Conflicting Relationships: A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment / job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

7.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or termination of its Contract during execution of assignment.

7.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

8. Acknowledgement by Bidders

It shall be deemed that by submitting the Proposal, the Bidder has:-

- 8.1 Made a complete and careful examination of this Tender for Consultancy;
- 8.2 Received all relevant information from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Acknowledged that it does not have a Conflict of Interest; and
- 8.5 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9. Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Consultants/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.

- 9.3 Bidder should enroll in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> 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 Consultants/Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/e-Mudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 9.7 Consultant/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 9.12 From the favourite’s folder, he selects the tender to view all the details indicated.
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be

- in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Cost of the Tender / EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template

- must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure/see that the Bid documents submitted are free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.

9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10. Submission of Bids

The Hard Copy of original instruments in respect of cost of Tender document and Earnest Money Deposit along with the complete Technical Bid document (except the Financial Bid), as enumerated below, must be delivered to the office of Director (NER) on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee & EMD, against the submitted Bid shall automatically become ineligible and shall not be considered. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must be delivered to the office of Director (NER) on or before Bid closing Date & Time.

The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

10.1 Cover-I: Technical Bid

10.1.1 Enclosure – I

- a. Scanned copy of the proof of Cost of Tender Document as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – VI
- e. Scanned copy of Form of Tender (Form - 4A)
- f. Scanned copy of a signed declaration by the bidders (Form - 4G)
- g. Statement of Legal Capacity by the Bidders (Form – 4K)
- h. Power of Attorney for the authorized person of the bidder as per Form - 4D. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving license / Voter's ID *etc.*) of the authorized representative.
- i. Bidder information form (Form - 4H)
- j. Composition / Ownership / Shareholding pattern of the organization

- k. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- l. Registration / incorporation certificate of the company/Firm.
- m. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorized signatory of the bidder.
- n. Power of Attorney for lead member of the JV/Consortium as per Form 4J

10.1.2 Enclosure – II

- a. Scanned copy of the Annual Report / Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b. Scanned copy of GST Registration certificate.
- c. Income Tax Return (ITR) filed by the Bidder for the last three financial years
- d. Scanned copy of PAN card of the Bidder.
- e. Form - 4C for Average Annual Turnover.
- f. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex - IV & V.
- g. Integrity agreement in format given at Annex I

10.1.3 Enclosure – III

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of completion certificate on client letter head for similar projects executed by the bidder in last seven years. The submitted certificates shall comply with the conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Form - 4B.
- c. Copies of work order / agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form - 4F.
- d. Provide list of litigation history.

10.1.4 Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
 - (i) The Approach to the work and methodology to be adopted, and
 - (ii) Detailed work plan.
- b. Scanned copy of the list of experts / key personnel (Form - 4E) with complete signed CV's, adhering to the following requirements:
 - (i) All Key Personnel must be in-house / permanent staff or full time employees of the consulting organization.
 - (ii) The Bidder has to ensure that the time allocated for the key personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects / clients) for the Key Personnel.
 - (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
 - (iv) The Key Personnel shall remain available for the period as indicated in the Tender Document.
 - (v) No alternative Bid for any Key Personnel shall be made and only one CV for each position shall be furnished.
 - (vi) Each CV shall bear original signatures or signed consent letter of the proposed Key Personnel and the same shall be signed by the Authorised Signatory of the Bidder. Originally signed CVs of the proposed Key Personnel shall be submitted to the Employer before the signing of the Contract. The employer may seek replacement of any of the CV's found unsuitable / not meeting the criteria stipulated in the tender document.
 - (vii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the Tender document.
 - (viii) No Key Personnel involved should have attained the age of 60 (sixty) years at the time of submitting the Bid. The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the project.
 - (ix) Since the replacement of key personnel affects the marking of technical evaluation of the bids, the bidders shall strictly observe that there shall be no replacement / change in the key personnel proposed by the consultants at the time of signing of contract from

the key personnel proposed by the consultant at the time of bidding. For any reasons whatsoever if the bidder engages in replacement of key personnel there shall be a deduction of 10% from the monthly remuneration of the replaced personnel.

- (x) During execution of work, the replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the consultant and is no longer an employee of the consultant. The consultant shall not replace any of the key personnel without the written prior consent of the Employer. In case consultant engages in such activity i.e. replacement of key personnel with or without employers' prior consent, such action shall attract a deduction of 5% of remuneration of the replaced personnel. However, there shall be no deduction if the replacement is made on health grounds of the personnel or if the personnel ceases to work for the consultant and is no longer an employee of the consultant. The consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.

It may be noted that the Technical Bid shall not contain any reference to the Consultancy fee.

10.2 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 consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fees, following points should be noted:
- (a) The consultants will have to make their own arrangements for the transport / accommodation / TA / DA of their personnel assigned to this project for visiting various offices, and other places for meetings, data collection, presentations, public consultation during field visit, public hearing and discussions, the remuneration of the experts, secretarial staff, their salary, allowances & overhead expenditure etc. and all the related works incidental to the scope of the consultancy assignment including the full cost (without any free inputs from IWAI) for arranging minimum 4 nos. stakeholder workshops as per clause 2 (I) of the scope of work.
- (b) Consultancy fees quoted would deem to have included all the incidental costs including cost of data collection from various line

departments, field survey, all documents and reports etc. that would be required to be prepared and submitted by the consultants during entire course of the present assignment. Even after satisfactory submission of all above information / reports / NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Govt. and Non-Govt. Organization, PAPs or local people or parties, the consulting firm shall have to bear the cost to resolve such issues to the complete satisfaction of IWAI.

- (c) All duties, taxes, royalties and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be 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.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

10.3 The total duration of consultancy services shall be as specified in Section – III: Data Sheet.

10.4 In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.

11. Extension of Bid Submission Date

The employer may extend the date of submission of bids by issuing an addendum and uploading the same on Employer's website.

12. Late Proposals

Online proposals received by the employer after the specified bid submission date & time or any extension thereof, pursuant to Clause - 11, shall not be considered for evaluation and shall be summarily rejected.

13. Liability of the Employer

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission

of bids, mentioned under Clause - 9 of ITB, has been read and understood by the bidder.

14. Modification/Substitution/ Withdrawal of Bids

The bidders may modify, substitute or withdraw their tender after submission before the submission deadline as mentioned NIT in this tender document through e-Procurement Mode.

No bid shall be modified after the deadline fixed for submission of bids.

15. Bid Opening and Evaluation Process

15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.

15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause - 14 shall not be opened.

15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified Clause - 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in Clause - 3 and Clause - 16.1 of ITB. Only responsive Proposals shall be further taken up for evaluation. A Bid shall be considered responsive only if:

15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause - 11.

15.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause - 6.1;

15.4.3 It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal);

15.4.4 It does not contain any condition or qualification or suggestion or submission.

15.4.5 It fulfils the eligibility criteria stipulated in Clause 3 and Clause 16.1 of ITB.

15.5 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.

15.6 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.

15.7 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive along with the Bid prices, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.

15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf. In case a bidder sends a representative on its behalf to attend the financial bid opening, it shall be construed that the representative has the authority of the bidder.

16. Bid Evaluation

16.1 Minimum Qualification Criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.2 of ITB. Not satisfying any of the qualification criteria shall render the bid non-responsive and financial bids of such bidders shall not be opened.

16.1.1 Qualification criteria for consultancy services

The Bidder should have successfully completed "Similar Works" in previous 7 years before the last date of the Bid submission as per the criteria specified below:

- a) 3 similar completed services each costing not less than the amount equal to INR 81,68,000/-, or
- b) 2 similar completed services each costing not less than the amount equal to INR 1,02,00,000/- , or
- c) 1 similar completed service costing not less than the amount equal to INR 1,63,50,000/-.

Note: The value of the “Completed Work(s)” considered by the Bidders shall be rounded off to the nearest two digits.

In the event of a Joint Venture, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for a single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.

For this purpose, “**Similar Works**” means “execution of assignments having scope of work similar to the works as defined in ToR of this RFP”;

16.1.2 Qualification Criteria for Average annual turnover for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17

At least INR 2,04,00,000/- to qualify for this work.

16.1.3 In case a bidder fails to meet the above mentioned minimum qualification criteria, the further process for technical evaluation will not be carried out and such bids shall be treated as non-responsive.

16.2 Technical Evaluation

16.2.1 The points earmarked for evaluation of Technical Bids would be as follows:

Sl. No.	Description	Maximum Points
1.	Average Annual Turnover of the Bidder	05
2.	The consultants relevant experience for the assignment	15
3.	The quality of work plan & methodology proposed	25
4.	The qualification of the key experts / professionals	55

	proposed	
	Total	100

Detailed Marking Criteria

Sl. No.	Criteria	Score
1.	Average Annual Turnover	05
a.	100% of that mentioned in 16.1.2	02
b.	More than 100% to 150% of that mentioned in 16.1.2	03
c.	More than 150% of that mentioned in 16.1.2	05
2.	The consultants relevant experience for the assignment “Similar Works” means “execution of assignments having scope of work similar to the works as defined in ToR of this RFP”.	15
Similar work experience as indicated in Clause 16.1.1 and 16.1.2 of ITB, Section II in the last 7 years.		
a.	1-3 Projects (meeting criteria as mentioned in 16.1.1)	10
b.	1 mark for each additional project up to a maximum of 5 projects in addition to the projects mentioned above.	05
3.	The quality of work plan & methodology proposed	25
a.	Work Plan	05
b.	Understanding of ToR	05
c.	Approach & Methodology (not more than 20 pages)	15
4.	The qualification of the key experts / professionals proposed	55
i.	Team Leader	10
ii.	Transport Operations and Logistics Consultant - 2 Nos.	7x2
iii.	Port Planning Consultant	7

iv.	Market Survey Specialist – 4 Nos.	4x4
v.	Procurement cum legal expert	8
	Grand Total (Sl. Nos. 1+2+3+4)	100

Sub-Criteria for Key Personnel Scoring

- a. Qualifications – 40%
- b. Additional qualifications/additional relevant certifications – 10%
- c. Relevant Experience – 50%

16.2.2 The Technical Bids must score at least 75 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 75 marks or more (out of 100) would be opened for further processing.

16.3 Financial Evaluation

The financial score shall be evaluated according to the following formula: $S_f = 100 * F_m / F$.

(S_f is the normalized financial score, F_m = lowest price amongst the bidders under consideration and F is the price of bid under consideration for calculation).

16.4 Final Evaluation

16.4.1A combined score of Technical and Financial will be evaluated. The successful bidder shall be selected as per the following procedure:

- (i) Proposal will be ranked according to the combined normalized Technical (S_t) and normalized Financial (S_f) scores using the weights mentioned below.
- (ii) The weights, Technical (T_w) and Financial (F_w) would be given for Technical and Financial proposals, where $T_w = 0.80$ and $F_w = 0.20$
(T_w = the weight given to technical proposal; F_w = weight given to the financial proposal; $T_w + F_w = 1$)
- (iii) Final score (S) would be arrived at using the following formula: $S = S_t * T_w + S_f * F_w$

Where $S_t = 100 * T / T_m$ (T = is the technical score of the bidder under consideration and T_m = highest technical score amongst the bidders under consideration) and $S_f = 100 * F_m / F$ (F_m = lowest price

amongst the bidders under consideration and F is the price of bid under consideration for calculation).

17. Award of Contract

- 17.1 The Employer shall issue a Letter of Award / Intent to the selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders).
- 17.2 The Consultant will sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Standard Form of Contract in Section VII, within 21 days of issuance of the Letter of Intent.
- 17.3 The Consultant is expected to commence the Assignment / job on the date and at the location specified in Section III Data Sheet.

18. Insurance

- 18.1 The Consultant shall maintain at his own cost personal and accident insurance for all his Personnel and property as considered satisfactory by the Client to cover any risks arising from work and services to be rendered by the Consultant under this Consultancy Agreement. The Consultant shall ensure the same for his sub-Consultants also. The Employer shall not be responsible for any such events or effects thereof. A statement to this effect may be submitted with the offer.

19. Indemnity

- 19.1 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

20. Fraud and Corrupt Practices

- 20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender for Consultancy, the Employer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection

Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, towards damages payable to the Employer for, inter alia, time, cost and effort of the Employer, in regard to the Tender for Consultancy, including consideration and evaluation of such Bidder's Proposal.

- 20.2 Without prejudice to the rights of the Employer under Clause 18 (Insurance) hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, if a Bidder or Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or Tender for Consultancy issued by the Employer during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

21. Ownership of Document and Copyright

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Employer.

SECTION - III: DATA SHEET

DATE SHEET

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
1.	2.1	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job is	Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16
3.	2.1	Method of Selection	Quality and Cost Based Selection (QCBS)
4.	2.3	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	Date : 03.05.2018 Time : Latest by 1500 Hrs (IST) Submission : online submission Address: Director (NER) Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	4	A pre-Bid meeting will be held on	Date : 16.04.2018 Time : 1430 hrs Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
6.	5.1	Last date for seeking clarifications	Date : 13.04.2018 Time : 1700 hrs Email Id: srmaurya.iwai@nic.in
7.	6.1	EMD	INR 4,08,400/-
8.	6.2	Cost of Tender Document	INR 1000/- Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account: i. Name of Bank Account: IWAI Fund ii. Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi iii. Bank Account number: 90622150000086 iv. IFSC: SYNB0009062
9.	6.3	Bank Solvency	INR 81,68,000/-
10.	6.7	Bid Validity	120 days after last date of Bid Submission
11.	3.3	Similar Works	As stipulated in Clause 16.1.1 of ITB
12.	6.9	JV/consortium allowed	Yes
13.	3.7	The estimated number of	5 Nos. of Key Personnel

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
		Key Personnel	
14.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Eligible Projects FORM 4C: Average Annual Turnover FORM 4D: Power of Attorney (for authorized representative of Bidder) FORM 4E: Curriculum-Vitae (CV) of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders FORM 4H: Bidder information sheet FORM 4I: Format for pre-bid queries by Bidders FORM 4J : Power of Attorney for Lead member of JV/Consortium FORM 4K: Statement of Legal Capacity FORM 4L: Joint Bidding Agreement
15.	10.3	Consultancy Period	12 months from the date issuance of LOA.
16.	15.3	Bid Opening date	Date : 04.05.2018 Time : 1530 hrs
17.	17.3	Location of Assignment	NW-2 and NW-16
18.	-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSE registered firms/ bidders will not be applicable.
19.	-	Make in India	As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E-II dated 15.06.2017 on the subject "Public procurement (preference to Make in India)" shall be applicable to the extent possible.

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

To,

**Director (NER)
IWAI, A-13, Sector -1,
Gautam Buddha Nagar
NOIDA - 201301, U.P.**

Dear Sir,

1. Having examined the information and instructions for submission of tender, Standard form 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 standard form 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 am tendering for the works mentioned in the table below and submitting the EMD vide RTGS / NEFT in IWAI Account as per the details given therein:

S. No.	RTGS / NEFT		BANK GUARANTEE		TOTAL EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	Amount (INR)	Details of the Bank Guarantee (No. and Date) and details of the bank, branch, address.	
1					

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 120 days from the last date of Bid Submission or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money 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 earnest money deposit 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 banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking or Multilateral or International Aid Agency/Development Bank.** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.

9. I/ We understand that you are not bound to accept the lowest or any tender you 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.....

FORM 4B: Eligible Projects
Format for Responsiveness of Bid (Eligible Projects) Project Specific
Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]

“Similar Works¹” have been defined in Clause 16.1.1

S. No.	Client Name ² , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (including Similar Work).	Remarks
		Financial ³ value of similar work satisfactorily completed					

Firm's Name :

Authorized Signature :

Notes:

¹ Exhibit only those projects completed in the last Seven (7) years from the **Last Date of Bid Submission**.

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

³ Against the Contract of works having several components other than the Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

FORM 4C: Average Annual Turnover

SI. No.	Financial Years	Average Annual Turnover in INR in Last Three Years
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
Average Annual Turnover		<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:.....

(Signature of the Statutory Auditor Seal of the Firm)

Note:

1. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
2. This Form shall be submitted on the letter head of the CA/statutory auditor

FORM 4D: Power of Attorney
**(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly
notarized)**

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.son/daughter/wife and presently residing atwho is presently employed with/retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16**. The selection of Consultant 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 Applicant 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 Applicants 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 Appostille certificate.*

FORM 4E: Curriculum-Vitae (CV) of Key Personnel & Non key Resource

1. **Proposed Position/Designation :**

2. **Name of Firm :**

[Insert name of firm proposing the staff]

3. **Name of Staff: *[Insert full name]* :**

4. **Date of Birth :**

5. **Nationality :**

6. **Education :**

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:

7. **Membership of Professional Associations :**

8. **Other Training :**

9. **Countries of Work Experience :**

[List countries where staff has worked in the last ten years] :

10. **Language Known :**

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] :

11. **Employment Record :**

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

From [Year] : **To [Year] :**

Employer :

Positions held :

12. **Detailed Tasks Assigned**

[List all tasks to be performed under this Assignment/Job] :

13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under Para 12.]

Name of Assignment/Job or project :
Year :
Location :
Employer :
Main project features :
Positions held :
Activities performed :
Period of deployment :

14. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I also confirm my availability for the project.

I hereby declare that I have not given my consent to any other Consultant besides (*name of bidder*) to use my CV for the purpose of bid submission for this project.

Date:.....

[Signature of staff member]

[Signature of authorized signatory of

the firm]

Place:.....

**[Full name of authorized
representative]**

FORM 4F: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including similar works	Value of contract	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion

FORM 4G: Declaration by the Bidders

To,

Date:.....

The Director (NER),
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District- Gautam Buddha Nagar (U.P.)

Kind Attention: Director (NER)

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 downloaded Tender document.
2.	<input type="checkbox"/>	We have not been banned or de listed by any government or quasi government agency or public sector undertaking.
3.	<input type="checkbox"/>	We accept the payment terms as defined in Terms of Reference.
4.	<input type="checkbox"/>	We provide our acceptance to all Tender Terms and Conditions.
5.	<input type="checkbox"/>	We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years
6.	<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
7.	<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

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

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

FORM 4H: Bidder information sheet

Bidder name: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name of Applicant's Party]</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.

Note:

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

FORM 4I: Format for Pre bid queries by Bidders
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

FORM 4J: Power of Attorney for Lead Member of JV/Consortium

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued.)

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Bids from interested parties for the **“Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16”** and

Whereas,

.....and

(collectively the

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s.

..... having our registered office at, M/s.

..... having our registered office at, and

..... having our registered office at,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s

having its registered office at, being one of the Members of

the JV/Consortium, as the Lead Member and true and lawful attorney of the

JV/Consortium (hereinafter referred to as the “Attorney”). We hereby

irrevocably authorise the Attorney (with power to sub-delegate) to conduct all

business for and on behalf of the JV/Consortium and any one of us during the

bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's Bid for the **"The Work"**.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF 20**

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

Witnesses:

- 1.
- 2.

.....
(Executants)

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

Notes:

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

FORM 4K: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

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

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

FORM 4L: Joint Bidding Agreement
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
..... 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956}
and having its registered office at (hereinafter referred to as
the “**First Part**” which expression shall, unless repugnant to the context
include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956}
and having its registered office at (hereinafter referred to as
the “**Second Part**” which expression shall, unless repugnant to the
context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956}
and having its registered office at (hereinafter referred to as
the “**Third Part**” which expression shall, unless repugnant to the context
include its successors and permitted assigns)

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

WHEREAS,

(A) Inland Waterways Authority of India (the “**Authority**”), has invited Bids
(the “**Bids**”) by its Request for Bid dated (The “**tender
Document**” for “**Consultancy Services for Plan and Implementation
support for commercialization of NW-2 and NW-16**” (The “**Work**”)

(B) The Parties have read and understood the TENDER Document and are
interested in jointly bidding for the Project as members of a
JV/Consortium and in accordance with the terms and conditions of the

TENDER document and other TENDER documents in respect of the Project, and

- (C) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

2. JV/Consortium

- 2.1 The Parties do hereby irrevocably constitute a JV/consortium for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV/Consortium and not individually and/ or through any other JV/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned company under the provisions of Indian Companies Act, 1956, in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the JV/Consortium and shall have the power of attorney from all

Parties for conducting all business for and on behalf of the JV/Consortium during the Bidding Process and until the signing of the tender for “**The Work**” when all the obligations shall become effective;

- (b) Party of the Second & Third Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for “**The Work**”.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV/Consortium’s Special Purpose Company.

5. **Joint and Several Liability**

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

6. **Shareholding**

- 6.1 The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent to(as per clause 6.9.2) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the Consultant. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold(as per clause 6.9.3) equity in the subscribed and paid up capital during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Consultant.

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

7. **Representation of the Parties**

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

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

encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

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

9. Miscellaneous

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

10. Proposed distribution of Responsibilities

Sr.	Name of	Percentage	Technical	Financial	Remarks

No.	Member of JV	Share	Responsibility	Responsibility	
1	Lead Partner				
2	Member 2				
3	Member 3				

*The above details can be furnished as a separate document and shall be duly signed by the authorized signatory.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
MEMBER

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of the **LEAD**

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of **SECOND PART**

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

SECTION – V: FINANCIAL BID STANDARD FORMS

Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the consultancy services for *[Insert title of Assignment/Job]* in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies) excluding GST *[Insert amount(s) in words and figures]*. 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.

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

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

We remain,

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

Form Fin – 2: Summary of Costs - BOQ

Sr. No.	Particulars	Amount (in Figures)	Amount (in Words)
A.	Consultancy Fees (Form Fin- 3)		
B.	GST as applicable		
	Grand Total		

Note: All payments shall be made as per payment terms mentioned in ToR.

During Financial Bid Evaluation, quoted cost excluding GST would be considered, for the purpose of comparison of the Bids. 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 Signature

Name :

Designation :

Name of Firm :

Address :

Form Fin – 3: Consultancy Fees

1. Key Resource (as required)

Sl. No.	Designation	Estimated Man-months Required	No of persons	Man-month Rate (INR)	Total Amount (INR)
1)	Team Leader	6	1		
2)	Transport Operations and Logistics Consultant	8	2		
3)	Port Planning Consultant	4	1		
4)	Market Survey Specialist	8	4		
5)	Procurement cum legal expert	2	1		
Total (1)					

2. Miscellaneous Expenses

Sr. No.	Description	Total Amount (INR)
1.	Overheads (includes transportation, communication stationery, report boarding & lodging)	
2.	Others	
Total (2)		

Note:

1. Man-months rate and corresponding total amount shall include total emoluments, expenditure allowances, overheads & bonuses, and all local taxes thereon. These are to be provided only for the purpose of break-up of quoted remuneration.
2. The Miscellaneous Expenses details as stipulated above, are to be provided only for the purpose of break-up of total cost under this head.

Authorized Signature

Name

Address

SECTION –VI: TERMS OF REFERENCE (ToR)

1.0 Introduction

- A. Inland Waterways Authority of India (IWAI) is a statutory body under Ministry of Shipping, Government of India. IWAI was set up in 1986 and is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically on the National Waterways (NWs).
- B. In the early twentieth century, inland waterways were a significant mode of transport for freight (and passengers) in India but, as in many countries, the influence first of railways, and then of road motorization, has led to a neglect of IWT. Inland waterways in some regions such as China, the USA and the European Union have been maintained and upgraded on core routes. These now support large modern vessel fleets of self-propelled vessels, tug and multiple barge units carrying up-to 40,000 tons of cargo on a single voyage. In China alone, over 1.1 billion tons of cargo is carried on some 200,000 IWT vessels annually, in the USA over 615 million tons on over 31,000 vessels and in Europe over 565 million tons on some 11,000 vessels. However, in India, the total cargo plying on NWs is to the tune of 55 million tons (2016-17), which is meagre, less than one half of 1 percent of India's total freight traffic.
- C. The river Brahmaputra having a length of 891 Km between Bangladesh Border and Sadiya was declared as National Waterway no. 2 (NW-2) in 1988. NW-2 is the most important waterway in North-East region of India. It also provides connectivity with mainland India through Indo-Bangladesh Protocol route, thereby reducing congestion on the Siliguri Corridor (the only direct corridor connecting mainland India with North east, surrounded by Nepal, Bhutan & Bangladesh). The waterway is operational with permanent jetties at two locations viz. Pandu & Dhubri and floating jetties at eleven locations viz. Hatsingimari, Jogighopa, Pandu, Tezpur, Silghat, Biswanathghat, Neamati, Bogibeel, Sengajan, Oakland/ Dibrugarh and Oriumghat. Pandu, being a multimodal terminal, is connected with Broad Gauge Railway line. For development and maintenance of fairway (navigation channel), IWAI undertakes

river conservancy measures namely, dredging and bandalling during non-monsoon months of October/ November to March/ April every year. Fairway of 45 m width with 2.5 m least available depth (LAD) is maintained between Dhubri & Neamati (630 Km), 2.0 m between Neamati & Bogibeel (100 Km) and 1.5 m between Bogibeel & Sadiya (161 km).

- D. In addition to Brahmaputra river, Barak river (declared as NW-16 in April 2016) is also being developed for shipping and navigation purposes for target LAD of 2.0 m. Fairway development work commenced between Bhanga and Silchar. Upgradation work of IWT terminals at Karimganj & Badarpur and construction of a multi modal terminal at Silchar is being undertaken. The development of Barak river would provide penetration to hinterlands of lower Assam, Manipur, Tripura, Mizoram and Nagaland. This would also facilitate EXIM cargo movement to/from Bangladesh.
- E. IWAI is in process of development of two identified routes along Indo Bangladesh Protocol route viz Sirajganj-Daikhawa and Ashuganj-Zakiganj at an estimated cost of INR 305.84 cr (shared in ratio of 80:20 between India and Bangladesh) for an LAD of 2.5 m.
- F. Currently, around 0.6 million ton cargo is moved on NW-2 annually, consisting of building materials, food grains, fertilisers and over-dimensional cargo. Scheduled cargo movement between Pandu and Dhubri have been commenced since December 2017. IWAI also runs a Roll on-Roll off service between Dhubri & Hatsingimari through its newly built Ro-Ro vessel M.V. Gopinath Bordoloi since July 2017.
- G. In recent years, in order to raise awareness and to attract more private participation in utilising IWT in North-East, IWAI has been actively involved in a number of stakeholders meetings / conferences / roadshows, however, desired / expected movement of cargo on NW-2, especially long-distance movement, has not taken place due to various reasons including lack of awareness and inadequate hand-holding of shippers.

- H. IWAI had appointed a Consultant to conduct a study on “Modal shift of cargo passing through Siliguri Corridor destined for North East and neighboring countries to IWT” in 2017. The study suggests that around 49 MMTPA of cargo moves in and out the North East Region and around 30 MMTPA of cargo moves within the North-East region. Of the overall volumes, around 8 MMTPA of cargo has divertible potential to IWT. The report further suggests that out of 8 MMTPA of divertible cargo, 3 million destined for North-East can be easily diverted to IWT and diverting potential of remaining cargo to IWT shall be subject to freight incentives, service level offerings, development of adequate infrastructure on NW2, effective integration with NW1 & regulatory interventions.
- I. Evidently, a keen interest from various industries is now starting to be visible to utilize NW-2 & NW-16 to transport their cargo for reducing overall logistics cost. Industries such as M/s STAR Cement, M/s Dalmia Cement have already started utilizing NW2 for their cargo movement.
- J. In view of the above, a need of engaging a consultancy service was found appropriate to bridge the gap between projection of business and actualization of business. This consultancy service would facilitate actual business development on the ground by one-to-one business meetings and interactions with prospective shippers, cargo owners, vessel operators, barge operators to be concluded in working contracts. The objective of this consultancy service would
- (i) to take the long (at least 5 years) written commitments of yearly volume of 1.2 Million Ton from shippers, trading clients and the freight forwarders.
 - (ii) to develop marketing plan for at least ten (10) cases of freight favorable to Inland Water Transport
 - (iii) make all arrangements (with assistance of IWAI) to conduct first pilot movement of cargo for each business case.

2. Scope of the Work

- i) **Identification of commercially viable O-D pairs:**

- a) Review the international practice on market development in IWT sector, list out the best practices and recommend how these practices could be applied for commercialization of NW-2 and NW-16.
- b) Develop an analysis matrix for mode choice between IWT, rail and road transport. Using competitive advantages of IWT mode develop marketing plan for at least ten (10) cases of freight traffic favourable to Inland Water Transport w.r.t. commodity, volume, O-D (origin destination) pair, traffic flow (upstream/downstream, backhauls etc.) season/time, intermodal and multimodal.

Based on above design and develop origin and destination pairs along NW-2 and NW-16 for each of the following scenario where:

- IWT mode is most efficient.
 - Multimodal with IWT as one of the constituent is most efficient
 - Intermodal is most efficient
- c) **Identification of Shippers:** Forecasting of commodity wise traffic has been done through study of modal shift of cargo passing through Siliguri corridor destined for NE and neighboring countries to IWT. The consultants are required to identify potential shippers, trading clients and the freight forwarders who can be contacted for diverting their cargo movement through IWT, based on the findings of NE study and finding of points a & b under Scope of Work above. A database of potential shippers, trading clients, the freight forwarders etc. with all required information shall be developed and maintained. Combining Cargo (Consolidation/Agglomeration of cargo) of many consignees into one lot and preparing a case for transportation through NW-2 and NW-16 may also be considered.
 - d) **B2B Meetings:** Conduct B2B meetings with all the identified shippers, trading clients and the freight forwarders to discuss and understand the following:
 - Existing logistic arrangements of the shipper

- Cost and time involved in their existing movement of commodities
- IWT advantages
- Existing and planned infrastructure development activities on NW-2 and NW-16

e) Devising complete logistic solution: Based on the discussion with shippers, trading clients and the freight forwarders and taking into consideration the case(s) of consolidation of cargo devise the following:

- customized logistic solutions including planning,
- execution, and control of the movement / placement of cargo, and
- other related supporting activities.

The above mentioned points should be considered with IWT, complementing or supplementing their existing arrangements based on price competitiveness and meeting transport demand. This should include competitive and commercially viable O-D pairs ready for implementation.

f) Long term commitment of shippers: Depending on above discussions, propose an optimal logistical chain for adoption by the shippers, trading clients and the freight forwarders. Present and discuss the newly devised and customized alternate logistic solutions with the potential clients, improve the same with their feedback and take the long term (at least 5 years) written commitments of yearly volume from them. The cumulative volume of minimum 1.2 Million Ton per annum shall be achieved from commitments from total 10 business cases, initially (in addition to the existing movement) and can be increased based on mutual discussions.

g) Identification of vessel operators: For each case, identify 'Fit for purpose' vessel and identify the prospective vessel operators and if required arrange a B2B workshop for vessel operators. Thereafter, submit orders from shippers to vessel operators for minimum 1.2 MTPA cargo.

h) Infrastructure & Handling equipment Requirement: Suggest and recommend the infrastructure requirements with cargo handling facilities

required for each business case for smooth operation either built into LOA or for IWAI to provide.

- i) Developing MoUs / Lols /contract / Tender document:** In discussion with IWAI, develop MoUs / Lols /contract / Tender document detailing responsibilities and commitments of each associated party for each case to facilitate the business on ground.
- j) Pilot movement:** Make all arrangements with assistance of IWAI to conduct the first pilot movement of cargo for each business case. Facilitate and monitor the pilot movement to identify all shortcomings / bottlenecks of the pilot voyage. In absence of such pilot movement arrangements, suitable scale of deductions from payments will be imposed.
- k) Recommendation / Suggestion for improvement:** After critical analysis of the findings of pilot movements, provide detailed suggestions and recommendations for improvement.
- l) Workshops:** Consultant shall conduct four (4) workshops, for one day each, at Delhi, Mumbai, Kolkata and Goa with barge operators and shippers.
- m) Database:** Consultant shall conduct studies and prepare list of available barges and barge manufacturers, barge operators, all available shippers along with details such as name and address, phone numbers, websites and email addresses and details of point of contact.

3. Deliverables and payment terms

S No.	Deliverable	Time-Line (From the date of Contract)	Payment
1.	Inception Report with Analysis of International best practices	1 st month	5 %
2.	Detailed report on commercially viable O-D Pairs with first and last mile connectivity options for IWT	3 rd month	10%
3.	Database of existing movement plan of potential shippers including	4 th month	

	cost		
4.	Report on: a) Study commercial costs and logistics cost of major commodities movement on parallel surface modes of transport along NW-2 and NW-16 b) Recommend strategies of diverting those cargoes or part thereof on NW-2 and NW-16	5 th Month	5%
5.	Divertible cargo & the logistic plan including cost & responsibility of various parties agreed by the cargo owner.	7 th month	10%
6.	Report on alternative logistic solutions for each case including consolidation with written commitments of shippers	8 th month	10%
7.	Report on identification of vessel operators and formulation of MoUs / Lols / contracts or tender documents	8 th month	
8.	Execution of agreement/s between the parties.	9 th month	30%
9.	Implementation of the Plan & Commitment of all stakeholder / parties. (payment shall be made against each successful agreement. 3% payment of contract amount for each case up to a maximum of 30% of the contract amount)	9 th month onward but up to 12 th month	
10.	After successful execution of 1 st movement (Both Ways) of each case. (Payment shall be made for each successful movement. 1.5% payment of contract amount for each case up to a maximum of 15% of the contract amount)	8 th month onward but up to 12 th month	15%
11.	After acceptance of report/s suggestions and recommendations for further improvement after experience of pilot movement	8 th month onward but up to 12 th month	15%

4. Minimum Qualification and Experience of Key Experts:

S No.	Key Expert	Minimum Qualification	Minimum Experience
1.	Team Leader	Master's Degree in Transport Engineering / MBA in Logistics or its equivalent.	12 years' experience in the field relevant to the assignment. He/she shall be experienced in market research and business development for river transport projects in developing countries.
2.	Transport Operations and Logistics Consultant - 4 Nos.	Master's degree in Transport Economics or Engineering or Logistics	7 years of relevant experience in transport, logistic projects and operations, involving river and or maritime transport
3.	Port Planning Consultant	Master Mariner FG with specialization in Port Planning	7 years of relevant experience
4.	Market Survey Specialist – 8 Nos.	MBA degree in Marketing operations	5 years of relevant experience
5.	Procurement cum legal expert	Bachelor's degree in any field with bachelor's or master's degree in Law	10 years of relevant experience in drafting tenders, MoUs, Lols, contract documents etc.

SECTION - VII: STANDARD FORMS OF CONTRACT

Conditions of Contract

- 1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1 **“Employer”** means the Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected Consultant shall provide services as per the terms and conditions and ToR of the contract.
- 1.1.2 **“Principal/Owner”** refers to Inland Waterways Authority of India (IWAI)
- 1.1.3 **“Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract.
- 1.1.4 **“Contract/Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexures / Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable.
- 1.1.5 **“Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial Bids.
- 1.1.6 **“NIT”** means the notice inviting e-tender that is being sent by the Employer to the bidders.
- 1.1.7 **“TIA”** means the Tender Inviting Authority
- 1.1.8 **“Assignment/Job”** means the work / services to be performed / provided by the Consultant pursuant to this Contract.
- 1.1.9 **“GCC”** means General Conditions of Contract.
- 1.1.10 **“Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.

- 1.1.11 “**Applicable Laws**” means the laws and any other instruments having the force of laws in India as may be issued and in force from time to time.
- 1.1.12 “**Approved**” means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.
- 1.1.13 The word “**tender**” is synonymous with “bid”, and “Tenderer” with “Bidder”
- 1.1.14 “**Employer’s Representative(s)**” means the Representative(s) appointed by the Employer.
- 1.1.15 “**Bidder**” means a private company / public company / partnership constituted under the relevant laws and who applies for this Consultancy Tender.
- 1.1.16 “**INR**”, Re. or Rs. means Indian Rupees.
- 1.1.17 “**Key Personnel**” means professionals staff provided by the Consultant
- 1.1.18 “**Party**” means the Employer or the Consultant, as the case may be, and Parties means both of them.
- 1.1.19 “**Support Personnel**” means the staffs that support the Key Personnel.
- 1.1.20 “**Third Party**” means any person or entity representing other than the Employer, the Consultant
- 1.1.21 “**Bid**” means the Technical and Financial Bids as mentioned under this tender.
- 1.1.22 “**Terms of Reference**” (**ToR**) means the document included as under Section VI which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment / job.
- 1.1.23 “**Contract sum**” means the agreed and accepted Consultancy Fee as per the Letter of Award (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 1.1.24 “**Chairperson/Chairman**” means Chairperson/Chairman of Inland Waterways Authority of India.
- 1.1.25 “**Chief Engineer**” means the Chief Engineer, IWAI deputed for the projects under Employer.

1.1.26 **“Work Order”** means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.

1.1.27 **“Day”** means a calendar day beginning and ending at mid-night.

1.1.28 **“Week”** means seven consecutive calendar days

1.1.29 **“Month”** means the one Calendar month.

1.1.30 **“Consultancy Services”** means Consultancy Services/Works to be executed in accordance with the contract.

1.2 **Marginal Headings:**

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

1.3 **Interpretation**

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

b) The documents forming the contract shall be interpreted in the following order of priority.

i. Agreement

ii. Letter of Award, Notice to proceed with the work.

iii. Consultant’s Bid.

iv. Conditions of Contract.

v. Activity schedule: and

vi. Any other document listed in the contract data as forming part of the contract

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

d) **Parties:**

- i. The parties to the contract are the Consultant and the Employer.
- ii. **Representatives of the consultant signing the contract on behalf of the consultant:**

A person signing the tender or any other document in respect of the contract on behalf of the Consultant shall produce Legal Power of Attorney from the Consultant who has been short listed for the award of contract. If it is discovered at any time that the person so signing had no consent of the Consultant to do so, the Chairperson on behalf of Employer may, without prejudice to any other right or remedy of the Employer, cancel / terminate the contract.

- iii. **Address of the Consultant and Notices and Communications on behalf of the Employer**

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

Director (NER)

Inland Waterways Authority of India

A - 13, Sector – 1,

Noida - 201301

Tel: (0120) 2474093: Fax (0120) 2522969

Website: www.iwai.nic.in

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

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

e) **POWER OF THE CHAIRPERSON:**

For all purposes of the contract including arbitration proceeding there under the Chairperson on behalf of IWAI shall be entitled to exercise all the rights and powers of the Employer.

1.4 **CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:**

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

- i) Consultants are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, liasoning for delivering the desired result.
- ii) The successful Consultant will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial) within 21 days from the date of issue of LOA. Format of agreement is placed at Annexure-III. The conditions of the agreement shall be binding on the Consultant.
- iii) The acceptance of tender shall rest with the IWAI. IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, split up work and to reject the offer without assigning any reason is reserved with the Employer.
- v) Any breach of conditions of contract shall be brought to the notice of the Consultant and he shall be given an opportunity to explain the fact, but the IWAI has right to withdraw in full or part of the work of the Consultant. In such event, payment shall be regulated as per Clause 2.9.4 below.
- vi) The Consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the Consultant will remain valid for 120 days & extended period (if any) after the last date of bid submission.
- xi) Suitable extension of consultancy period may be granted by IWAI only for reasons not attributable to the Consultant. The Consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.

- xii) The Consultant shall not change the nature and level of technical experts as well as other staff indicated in the Bid.
- xiii) The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xiv) The Consultant shall observe all care & diligence in drafting the Act existing into consideration the similar Act of developed countries, prevailing condition / status of IWT sector in the country, the technological development in this sector as on date & future as well as the suggestion, views and comments obtained from the stake holders in this sector.
- xv) The Consultant shall not without the prior written approval of the Employer, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Employer shall have right to terminate this contract without assigning any reasons except for notifying the Consultant of such termination in writing. The Consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the Consultant shall still remain responsible in case the Employer approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xvi) The Consultant shall make their own arrangements for the transport, accommodation, TA / DA of their personnel assigned to this consultancy work, visiting IWAI offices / offices of the classification society, statutory Authorities, stake holders including State / Central Govt. Dept. as may be required in connection with this consultancy work, attending discussions / meeting/ presentations etc. with concerned authorities.
- xvii) Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of all the drawings, designs, reports, schemes, documents, workshops, public meetings etc. which would be required to be prepared by the Consultant during the course of the assignment.

xviii) In the event of Consultant's firm closing its business, IWAI shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be regulated as per Clause 2.9.4 below. In this regard, decision of Chairperson, IWAI shall be final and binding on the Consultant.

1. Commencement, Completion, Extension, Modification and Termination of Contract.

1.1 **Commencement & Completion of Contract:** The Consultant shall begin carrying out the services from the date of issuance of LOA (letter of award). The Consultant shall complete the works in all respect as per the ToR to the entire satisfaction of the employer within period of 7 months (i.e. Completion period).

1.2 **Extension/Reduction of Contract Period:**

No extension of the period of consultancy is envisaged under this contract. However, if there are genuine reasons which could not have been foreseen by an experienced Consultant on account of which time schedule agreed to between the parties may not be adhered to, the Consultant shall inform the employer in writing of such anticipated delay along with reasons and request for extension of time. However, it is at sole discretion of the Employer to grant such extension of time to the Consultant and for a period as the employer finds most feasible and in best interest of the project.

1.3 **Modifications or variations:**

Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written mutual agreement between the parties. However, any such variation shall not result in a change in the agreed total consultancy fee or substantial changes to the TOR.

1.4 **Force Majeure**

1.4.1 **Definition**

a. For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-

performance or delay in performance and which makes party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.

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

1.4.2 **Measures to be taken:**

- a. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure
- b. A party affected by an event of force majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause if such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period, within which a party shall, pursuant to this contract, complete any test shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.
- d. During the period of their inability to perform the services as a result of an event of force majeure, the Consultant, upon instructions by the Employer shall either:
- i. Demobilize
 - ii. Continue with the services to the extent possible
- e. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

1.5 **Suspension:**

The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultant fails to perform any of its obligations under this contract, including carrying out of the assignment, provided that such notice of suspension (i) shall specify the nature of the failure and ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

1.6 **Completion Time and Extension**

1.6.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

1.6.2 However, if the work is delayed on account of:

- i. Suspension of work as per clause 2.5; or
- ii. “Force Majeure” as per clause 2.4; or
- iii. Any other cause, which, in absolute discretion of the Engineer-in-charge is beyond the Consultant’s control; then immediately upon the happening of any such events as aforesaid, the Consultant shall inform the Engineer-in-charge accordingly, but the Consultant shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The Consultant shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

1.6.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the Consultant in writing, the Employers representative may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request, the Employers representative may, with due regard to the event, grant fair and reasonable extension of time not more than 1/3 rd of the total completion period without any financial implication on either side. Such extensions, as admissible,

shall be communicated to the Consultant by the Employers representative in writing within one month of the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the contract period.

1.7 Compensation for Delay

If the Consultant fails to complete all items of works in respect of any of its sub-group / group and / or work as a whole as the case may be and before the expiry of the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the Consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Authority on account of such default, pay as any ascertained / agreed compensation as per clause no. 2.8.

1.8 Liquidated Damages

1.8.1 If the Consultant fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period, the consultant shall without prejudice to any other right or remedy of the Authority on account of such default, pay compensation (not by way of penalty) at the rate of ½% (half percent) per week or part of the week on the total value of the contract subject to a maximum of 10% of the total value of the contract.

a. Milestone LD- With the delay in every milestone, IWAI will be authorized to withhold the LD calculated @0.5% per week delay subject to 10% of the amount due against this milestone.

b. In case the subsequent milestone is achieved (along with the completion of earlier milestones) the LD withheld from earlier milestone will be released.

1.8.2 On full completion of all the works under the scope of this consultancy in case the consultant does not meet the milestones within the duration of the contract final LD will be payable @0.5% per week of delay subject to maximum of 10% of the contact value. Against this final LD credit for the withheld LD (cumulative) will be given so that net LD under the contract is restricted to final LD only.

1.8.3 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the Consultant under this or any other contract with IWAI.

1.8.4 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have to be sustained.

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

1.9 **Termination**

1.9.1 **By the “Employer”**: the Employer may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause.

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

1.9.1.1 In such an occurrence the Employer shall give a not less than thirty (30) days written notice of termination to the Consultants.

1.9.2 **By the Consultant:** The Consultant may terminate this contract, by not less than thirty (30) days written notice "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this clause.

- a) If the employer fails to pay money due to the Consultant pursuant to this contract and not subject to dispute within forty five 45 days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of force majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- c) If the employer fails to comply with any final decision reached as a result of arbitration.

1.9.3 **Cessation of services:** Upon termination of this contract by notice pursuant to clauses 2.9.1 & 2.9.2 of conditions of contract hereof, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

1.9.4 **Payment upon termination:** Upon termination of this contract pursuant to clauses 2.9.1 hereof, the Employer shall make the following payments to the Consultant:

- a) If the contract is terminated pursuant to clause 2.9.1, sub clauses (a) to (e), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:
 - i. The amount of performance security:
 - ii. Due amount, if any, received by the Consultant up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law and However, if the contract is terminated under sub-clause (g) 2.9.1 at the sole discretion of the employer, the amount payable to the Consultant shall be for services satisfactorily performed prior to the effective date of termination,

less advance payments, of any, received by the Consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law. The agreed stages of payment at clause 6 shall be guiding factors for deciding the completion stage of the assignment.

- b) If the termination takes place due to lack of performance / negligence in the part of the Consultant, IWAI shall have reasonable authority to get the works completed on risks & costs of the terminated Consultancy agency through engagement of third party.

1.9.5 **Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.9.1 hereof has occurred such party may within forty five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

1.9.6 **Determination of Contract:** The contract shall be determined through Integrity Agreement which will form part of the Contract Agreement and will be signed by both the parties.

2. Obligations of the Consultant

2.1 General

2.1.1 **Standard of performance:** The Consultant shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The Consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer and shall at all times support and safeguard the Employers legitimate interest in any dealings with Sub-Consultants or Third Parties.

2.2 **Conflict of Interests:** The Consultant shall hold the Employers interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Consultant shall not engage and shall cause their personnel as well as their sub-Consultants and their personnel not to engage, either directly or indirectly, in any

business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

2.3 **Confidentiality:** Except with the prior written consent of the Employer, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.

2.4 **Insurance to be taken out by the Consultant:** The Consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. In addition, the Consultant shall also submit Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India and the copy of the same shall be provided before signing of the Agreement.

2.5 **Reporting requirements:** The Consultant shall submit to the Employer progress report of its activity as on 1st of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the report period (ii) A brief of the progress/stage achieved with reference to the ToR (iii) Places visited and officials contacted and (iii) problems, if any affecting the progress. All reports shall be delivered in soft copy also in addition to the hard copies. Besides, the Consultant is to submit various reports as mentioned.

The Consultant is required to make a presentation at appropriate place (to be decided from time to time) on their Monthly progress reports, Draft Final Report and Final Report at the time of submission of these reports as specified.

2.6 **Consultant's Actions Requiring Employers Prior Approval:** The Consultant shall obtain the Employers representative prior approval in writing before making any change or addition to the personnel listed in their Bid.

2.7 **Documents prepared by the Consultant to be the property of the Employer:** All plans, drawings, specification, design, reports, other documents and software made available to the Consultant / prepared by him under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Consultant may retain a copy of such documents with approval of Employer and shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programs, the Consultant shall obtain the Employers prior written approval to such agreements and the employer shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

3. Obligations and Responsibility / Inputs by IWAI:

3.1 IWAI shall assist the Consultant for getting the necessary details available (documents/reports) for the respective project.

3.2 IWAI, if asked by the Consultant shall furnish Detailed Project Report of the project at the time of work execution only for taking reference.

3.3 IWAI shall provide only the available details / data and balance shall be managed by the Consultant. Non availability of the required inputs from IWAI, which is not essential for IWAI to be furnished, shall not be an excuse for improper preparation of reports /delay in preparation.

4. Security Deposit and Performance Guarantee

4.1 For All Bidders except MSME Registered Firms

The successful bidders' EMD will be converted in to Security Deposit (SD) and the successful bidder has to remit balance amount of Security Deposit (i.e. Total 5% Security Deposit deducting EMD submitted with technical bid) in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB. Bank

guarantee will not be accepted as security deposit. The bidder shall also deposit an amount equal to 5% of the awarded value of the work as performance guarantee (PG) in the form irrevocable bank guarantee from nationalized / schedule bank in India with validity of 180 days beyond the contract period. This Security deposit and performance bank guarantee shall be submitted within 15 days after the issuance of LOA.

4.2 For MSME Registered Firms

Such Bidder, in case the work is awarded to it, has to submit Security Deposit of 5% of the contract value in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB and also has to submit 5% of the contract value as performance guarantee in the form of irrevocable bank guarantee from nationalized / scheduled bank in India.

4.3 The total security deposit and performance guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the employer is satisfied that there is no demand outstanding against the Consultant.

4.4 No interest will be paid on security deposit.

4.5 If the Consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the security deposit furnished by the Consultant. However, if the Consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the security deposit to the Consultant after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Consultant.

4.6 In case of delay in the progress of work, the employer shall issue to the Consultant a notice in writing pointing out the delay in progress and calling upon the Consultant to explain the causes for the delay within 3 days of receipt of the notice and 10 days from issuance of notice whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the security deposit

and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Consultant.

- 4.7 All compensation or other sums of money payable by the Consultant under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the Consultant by the Employer on any account whatsoever. Also in the event of the Consultant's security deposit falls short of such deductions or sale, as aforesaid the Consultant shall, within 14 days of receipt of notice of demand from the Employers representative make good the deficit in his security deposit.

5. Payment Terms

- (a) No advance payment shall be made:
- (b) Payment terms shall be as mentioned in ToR, Section VI, of this tender document.
- (c) After submission of report, the same shall be accepted within the period specified in deliverables and payment terms of ToR if everything in report is ok. Otherwise, IWAI shall intimate about the deficiency for rectifications and modification. Only submission of report is not eligibility for payment release.

5.1 Mode of Payment:

Invoices complete in all respects is to be raised by the Consultant to 'Director (NER), IWAI, A-13, Sector-1, Noida – 201 301' who shall process the same after due verification and the payment shall be paid through RTGS / NEFT within 30 (Thirty) Days from the date of receipt of the invoice at IWAI's Head Office at Noida.

6. Arbitration

In the event of any dispute or difference covering, relating to or arising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not settled, either of the affected party may request for appointment of a sole arbitrator in accordance with the provisions of the Indian Arbitration and

Conciliation Act, 1996 together with any statutory modifications or re-enactment thereof within thirty days. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.

7. Laws Governing the Contract

- i. The laws of India shall govern this contract.
- ii. Irrespective of the place of works, the place of performance or place of the payment under the contract, the contract shall be deemed to have been made at the place from which the letter of acceptance has been issued.
- iii. Courts in Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of contract, but not settled through the dispute resolution provision in the contract.

8. Professional Liability

8.1 Except in gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants, with respect to damage caused by the Consultants to client's property shall not be liable to client:

8.1.1 For any indirect or consequential loss or damage; and

8.1.2 For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultants hereunder.

8.2 This limitation of liability shall not affect the Consultants' liability, if any, for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services.

9. Miscellaneous Provisions

- i. The Consultant notifies the employer of any material change in their status, in particular, where such change would impact or performance of obligations under this contract.

- ii. The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iii. The Consultant shall at all-time indemnify and keep indemnified the Employer against all claims / damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- iv. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- v. The Consultant shall at all times indemnify and keep indemnified the employer against all claims by employees, workman, Consultants, Sub-Consultants, suppliers, agent (s), employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- vi. All claims regarding indemnity shall survive the termination or expiry of the contract.
- vii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their Employer.

SECTION - VIII: ANNEXES

ANNEX - I INTEGRITY AGREEMENT

To be signed by the Bidders' and the same is to be signed by Authorized Signatory / Competent Employer on behalf of IWAI.

This Integrity Agreement is made at on thisday of 20**

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director (NER),
Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred as the 'Principal/Owner', 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/Consultant" 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 "**Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16**"

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 Consultant(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 Principal/Owner, 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)/Consultant(s)

1. It is required that each Bidder/Consultant (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 or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Consultant(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)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner'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)/Consultant(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)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(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)/Consultant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Consultant(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)/Consultant(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)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means 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 interests.
5. The Bidder(s)/Consultant(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 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)/Consultant(s) and the bidder/consultant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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

3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Consultant, or of an employee or a representative or an associate of a bidder or Consultant 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 anticorruption 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/Consultant as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Consultant 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/Consultants

- 1) The Bidder/Consultant 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 Consultants.
- 3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, 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 for the Consultant 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 Consultant 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/Principal 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/Contract documents with regard 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 / Consultant)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place :

Date :

ANNEX - II: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The 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 **“Consultant”**) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for **Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16**, on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Consultant**, 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 Consultant 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 **Consultant'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 **Consultant** 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 **Consultant** 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 **Consultant** and accordingly discharge this Guarantee after 90 days from the date of completion 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 **Consultant** 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 **Consultant** 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 **Consultant** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Consultant** 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 **Consultant** 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 **Consultant** 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 OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant**.
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 20**
for
(Indicate the name of bank)

Signature.....
Name of the Officer
(In Block Capitals)
Designation

Code No.
Name of the bank and Branch
(SEAL)

ANNEX - III: AGREEMENT FORM

Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16.

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONSULTING FIRM

This agreement made on this.....day of.....Two thousand Seventeen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the “IWAI” which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/S.....having its office at(hereinafter called “Consultant “which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office) on the other part.

WHEREAS IWAI is desirous of giving **Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16** as per the work Order No.datedin accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONSULTANTING FIRM has agreed to undertake the Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16 on Terms and Conditions herein after set forth.

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

The Consultant shall undertake the **Consultancy Services for Plan and Implementation support for commercialization of NW-2 and NW-16** as per the work

Order No.datedin accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contract
- d) Schedule of the price bid
- e) Agreement form
- f) Technical Bid No. with Date.
- g) Addendums/Corrigendums
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)
- l)
- m)

In WITNESS whereof the IWAI has caused Shrion their behalf to hereunto set his hand and the Consultant has caused Shri on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, IWAI

- 1)
- 2).....

And this deed was duly executed by Shri.....for the Consultant above named in the presence of

Witnesses of Consultant

- 1)
- 2)

ANNEX -IV: DETAILS OF BANK ACCOUNT

**FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM**

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

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.

IWAI 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

ANNEX-V: BANK CERTIFICATION

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

Signatory

Date:

No. _____

Name: _____

Official Seal/Stamp

Authorized

Authorization

ANNEX-VI: TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Date:

**Director (NER),
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District: - Gautam Budh Nagar (U.P.)**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

**Name of Tender/Work: - Consultancy Services for Plan and
Implementation support for commercialization of NW-2 and NW-16**

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The 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(s)/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/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully
(Signature of the Bidder, with Official Seal)

ANNEX-VII: FORM OF BANK GUARANTEE FOR EMD

To
The Chairperson,
Inland Waterways Authority of India,
A-13, Sector 1,
Noida – 201 301.

WHEREAS _____
(Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of _____ in the state/s of _____ herein called “the Tender” KNOW ALL PEOPLE by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the “Bank”) are bound unto the Inland Waterways Authority of India (hereinafter called the “Employer”) in the sum of the INR _____ (Rupees _____) for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of 20** and undertake to pay the amount of _____ INR _____ to the Employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Employer upto the guaranteed amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 180 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

