



TENDER

FOR

CONSULTANCY SERVICES FOR PREPARATION OF DETAILED  
PROJECT REPORT (DPR) FOR DEVELOPMENT OF  
LONGMATRA TO AVANKHU STRETCH OF TIZU & ZUNGKI  
RIVERS (NW – 101) TO FACILITATE INLAND WATER  
TRANSPORTATION IN THE STATE OF NAGALAND

Tender No. IWAI/PR101/TIZU/2017

INLAND WATERWAYS AUTHORITY OF INDIA

SEPTEMBER, 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 Bid.

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.

## Table of Contents

DISCLAIMER .....	2
SECTION - I: NOTICE INVITING E-TENDER .....	6
SECTION – II: INSTRUCTIONS TO BIDDERS (ITB) .....	9
1. Background .....	10
2. Introduction .....	10
3. Bidder Eligibility Criteria.....	10
4. Pre–Bid Meeting.....	12
5. Clarifications and Addendums .....	12
6. Preparation of Bids.....	13
7. Conflict of Interest .....	15
8. Acknowledgement by Bidders .....	16
9. Guidelines for e-submission of the Bids.....	17
10. Submission of Bids.....	20
11. Extension of Bid Submission Date.....	23
12. Late Proposals .....	24
13. Liability of the Employer .....	24
14. Modification / Substitution / Withdrawal of Bids.....	24
15. Bid Opening and Evaluation Process .....	24
16. Qualification Criteria & Bid Evaluation .....	25
18. Insurance .....	29
19. Indemnity.....	29
20. Fraud and Corrupt Practices.....	29
21. Ownership of Document and Copyright .....	30
SECTION - III: DATA SHEET .....	31
SECTION – IV: TECHNICAL BID STANDARD FORMS .....	34
FORM 4A: Letter of Bid .....	35
FORM 4B: Eligible Projects .....	38
FORM 4C: Average Annual Turnover in Last Three Years .....	40
FORM 4D: Power of Attorney .....	41
FORM 4E: Curriculum - Vitae (CV) of Key Personnel.....	43
FORM 4F: Declaration by the Bidders .....	45
FORM 4G: Bidder Information Sheet.....	46
FORM 4H: Format for Pre bid queries by Bidders .....	47

FORM 4I: Statement of Legal Capacity .....	48
SECTION – V: FINANCIAL BIDS STANDARD FORMS .....	49
Form Fin – 1: Financial Bid Submission Form .....	50
Form Fin – 2: Summary of Costs - BOQ .....	51
Form Fin – 3: Consultancy Fees.....	52
SECTION –VI: TERMS OF REFERENCE (ToR) .....	53
1. INTRODUCTION.....	54
2. BRIEF ABOUT THE PROJECT .....	54
3. OBJECTIVES OF CONSULTANCY .....	54
4. DETAILED SCOPE OF WORK .....	55
5. TIME SCHEDULE AND KEY DELIVERABLES .....	59
6. MANPOWER REQUIREMENT AND QUALIFICATION .....	61
7. PAYMENT TERMS.....	63
SECTION - VII: STANDARD FORMS OF CONTRACT / CONDITIONS OF CONTRACT .....	64
1. General .....	65
2. Commencement, Completion, Extension, Modification and Termination of Contract.....	70
3. Obligations of the Consultant.....	75
4. Obligations and Responsibility / Inputs by IWAI:.....	77
5. Security Deposit and Performance Guarantee.....	77
6. Payment Terms .....	79
7. Arbitration.....	79
8. Laws Governing the Contract .....	80
9. Professional Liability.....	80
10. Miscellaneous Provisions .....	81
SECTION - VIII: ANNEXES .....	83
ANNEX - I INTEGRITY AGREEMENT .....	84
ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE SECURITY .....	91
ANNEX - III: AGREEMENT FORM.....	94
ANNEX - IV: DETAILS OF BANK ACCOUNT.....	97
ANNEX-V: BANK CERTIFICATION.....	98
ANNEX-VI: TENDER ACCEPTANCE LETTER .....	99

## **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: [srmaurya.iwai@nic.in](mailto:srmaurya.iwai@nic.in)

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

### NOTICE INVITING E-TENDER

#### 1. Introduction

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from reputed & eligible **Consulting firms** in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “**providing Consultancy Services for preparation of Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (National Waterway (NW) – 101) to facilitate inland water transportation in the state of Nagaland.**”

#### 2. Critical Data Sheet

- a) Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> or IWAI’s website “[www.iwai.nic.in](http://www.iwai.nic.in)” and pay INR 1,000/- (Rupees One Thousand only) as the cost of Tender document / Tender fee deposited to IWAI fund. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender Fee / cost of Tender document, on submission of documents to the extent as per the Government of India notifications in this regard.
- b) Some important dates for this tender process are as follows:

(i)	Document download start date	18.09.2018
(ii)	Date of submission of pre-bid queries	20.09.2018
(iii)	Pre-bid meeting	26.09.2018 at 1500 hrs
(iv)	Bid Submission Last Date	16.10.2018 up to 1500 hrs
(v)	Technical Bid Opening date	17.10.2018 at 1530 hrs
(vi)	Financial Bid Opening date	To be intimated later

#### 3. Brief Scope of the Work

In brief, the scope of work for the appointed Consulting firm shall be preparation of Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (NW – 101) to facilitate inland water transportation in the state of Nagaland. The detailed Terms of Reference (ToR) shall be as described in the Section - VI of this Tender Document.

**4. Method of Selection**

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

**5. Clarifications**

Clarification / Query, if any, on the Tender Document can 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:** [smaurya.iwai@nic.in](mailto:smaurya.iwai@nic.in)

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

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

**Director (NER)**

**IWAI, Noida**



## **SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)**

## 1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Shipping, Government of India (GoI). 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) on the National Waterways (NWs) in the country. Presently, there are 111 new NWs in the country including the stretch from Longmatra to Avankhu stretch of Tizu & Zungki rivers which has been declared as NW – 101 by the GoI during April 2016.
- 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environmental friendly form of transport. When developed for use by modern inland vessels operating on dependable rights of way, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.

## 2. Introduction

- 2.1 The Employer will select a 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 (ToR).
- 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 sphere of Port & IWT sector and experience in preparing preliminary design and drawings, technical specifications, Bill of Quantities (BoQ), survey works and site investigations.
- 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-consultant, the bidder shall submit similar completion certificate awarded to it by the main consultant and countersigned by the Employer / Client of the main consultant.

- 3.3 Copy of work order / letter of award / letter of work agreement alone shall not suffice Bidders claim for executing the Similar Works. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in Clause 3.2 above is mandatory to qualify.
- 3.4 Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> 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. Declaration in this regard has been incorporated in Form 4A, Section IV.
- 3.6 The Similar Works experience of parent company / subsidiary / sister Company of the Bidder shall not be considered.
- 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: ToR. Each of the Key Personnel must fulfill the conditions of eligibility with respect to Qualifications and Experience as outlined in the ToR.
- 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. Declaration in this regard has been incorporated at S. No. 5 of Form 4G. Hiding of the facts or non-compliance by the Bidder in this regard would be punishable under existing law and would lead to rescinding or termination of the work if information relating to debarment or disqualification or non-compliance of order is brought to the knowledge of the Employer even during the currency of the contract brought forward at a later stage also.
- 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 a minimum amount as indicated in Section - III: Data Sheet.
- 3.9.2 The Bidder shall be income tax assessee and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

#### **4. Pre-Bid Meeting**

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 meeting should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder.

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

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4H, 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 / date 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. No request for the clarification shall be entertained if such request is received by the Employer after the deadline for submitting clarifications.
- 5.2 The Employer will respond to the queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment which would be published on the website and e-procurement portal.
- 5.3 At any time before the submission of Bids, the Employer may amend the tender document by issuing an addendum / corrigendum (amendment). The amendment / clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> & on IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)". All Bidders participating in the Bid shall be deemed to have kept them informed and updated about each such amendment/clarification which is posted on the above website from time to time. Declaration on the issue has been built up at S. No. 8 of Form 4G.

## 6. Preparation of Bids

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

Bidders shall adhere to the requirements mentioned below:

### 6.1 Earnest Money Deposit (EMD)

6.1.1 All Bidders shall furnish EMD of the amount as mentioned in Section III Data Sheet. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the EMD on submission of documents to the extent as per the Government of India notifications in this regard. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

<b>(i) Name of Bank Account:</b>	IWAI FUND
<b>(ii) Bank Name and Address</b>	Union Bank of India, Sector 15, Noida
<b>(iii) Bank Account Number</b>	513202050000007
<b>(iv) IFSC</b>	UBIN0551325

6.1.2 Bids not accompanied by EMD shall be rejected as non-responsive.

6.1.3 No interest shall be payable by the Employer on the sum deposited as EMD.

6.1.4 The EMD of those Bidders whose Financial Bids have been opened but are not selected as "successful Bidder", would be returned within seven days of issuance of Letter of Acceptance (LOA) to the successful Bidder.

6.1.5 The EMD of Bidders who have not qualified for opening of Price Bids in terms of Clause 3 & 16 would be returned within seven days of opening of Price bid.

6.1.6 The EMD shall be forfeited by the Employer in the following events:

- (i) If Bid is withdrawn during the bid validity period including any extension thereof agreed to by the Bidder thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) If the lowest Bidder raises any fresh issue and / or T&C during negotiations, it will be construed as withdrawal of the original bid and in that case EMD is liable to be forfeited.
- (iv) In case the Bidder, submits false certificate in terms of any documents in support to this Tender.
- (v) If the Bidder fails to sign the contract in accordance with Conditions of Contract

on receipt of LOA.

- (vi) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract, as described in General Conditions of Contract.
- (vii) If the Bidder fails to furnish the Performance Bank Guarantee & Security Deposit in accordance with Conditions of Contract.
- (viii) In case of a Bidder revoking or withdrawing or varying any terms of the Bid without the consent of the Employer in writing
- (ix) In case of forfeiture of EMD, as prescribed from (i) to (viii) above, the tenderer shall not be allowed to participate in the retendering process of the work.

## **6.2 Cost of Tender Document / Tender Fee**

All Bidders are required to pay the cost of Tender Document as mentioned in Clause 8 of Data Sheet, Section III through RTGS. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from submitting the Tender fee on submission of documents to the extent as per the Government of India notifications in this regard. The cost of Tender Document is Non-Refundable.

## **6.3 Bank Solvency**

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

## **6.4 Taxes**

The Bidders shall fully familiarize themselves with the applicability of all types of taxes 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 at the time of bid submission. The GST and all other relevant taxes shall be paid 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 (INR)**.

## **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**

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 Key Personnel nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that 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**

Bids by Joint Venture / consortium is not allowed.

## **7. Conflict of Interest**

7.1 Employer requires that selected bidder (the "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 of any Bidder.

## 8. Acknowledgement by Bidders

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

- 8.1 Made a complete and careful examination of this Tender;
- 8.2 Received all relevant information from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Updated itself about any amendments / clarifications that have been posted on the website in terms of Clause 5.2 above.



- 8.5 Acknowledged that it does not have a Conflict of Interest; and
- 8.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

**9. Guidelines for e-submission of the Bids**

- 9.1 The Bids should be submitted online through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 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 <https://eprocure.gov.in/eprocure/app> using the option available “Enroll Here” on the home page portal. Enrolment is free of charge. During enrolment / registration, the Bidders should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided.
- 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 The Bidder should only use the registered DSC and should ensure safety of the same.
- 9.7 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 the Bidder wish to seek 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 addenda / corrigenda 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 will then 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 his / her 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 are 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 Bidder 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 and EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted / couriered / given in person so as to reach to the Employer on or before Bid Closing Date & Time. Scanned copy of the instruments for both these payments should be uploaded as part of the offer.
- 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 and 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 scan, 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 as enumerated in clause 10 below.
- 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 that the Bid documents submitted are free from virus. 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 and 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 TIA 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

- (i) The Hard Copy of original payment instruments in respect of Tender Fee and EMD must be delivered to the office of Director (NER), IWAI, on or before Bid Closing Date & Time.
- (ii) Online Bids submitted without hard copies of original payment instruments mentioned in clause 10 (i) above shall automatically become ineligible and shall not be considered for opening of bids.
- (iii) In case of MSE registered firms, letter of claim of exemption for EMD and Tender Fee with documentary evidence in support of the claim must be delivered to the office of Director (NER), IWAI, on or before Bid Closing Date & Time.

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

### 10.1 Cover-I: Technical Bid

#### 10.1.1 Part – I

- a. Proof of Cost of Tender Document / Tender Fee as specified in Section – III: Data sheet or claim of exemption with supporting documents
- b. Proof of EMD as specified in Section – III: Data Sheet or claim of exemption with supporting documents
- c. Proof of bank solvency for the minimum amount as specified in Section – III: Data Sheet
- d. Letter of Acceptance of Tender Document duly filled and signed by the authorized signatory of the Bidder as per Annex – VI
- e. Letter of Bid (Form - 4A)
- f. Signed declaration by the bidders (Form – 4F)
- g. Statement of Legal Capacity by the Bidders (Form – 4I)
- 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 Sheet (Form – 4G)
- 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 Bidder.
- l. Registration / incorporation certificate of the Bidder.
- m. Integrity agreement in format given at Annex – I

- n. Original tender document with minutes of the pre-bid meeting and all addenda & corrigenda issued till last date of bid submission duly stamped and signed by the authorized signatory of the bidder.

#### **10.1.2 Part – II**

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

#### **10.1.3 Part – III**

Complete Company profile including the following details:

- a. Background of the organization
- b. Completion Certificates on client letter head for Similar Woks executed by the Bidder in the 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. Provide list of litigation history.

#### **10.1.4 Part – 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) Approach to the work and methodology to be adopted,
  - (ii) Detailed Work Plan and
- b. List of experts / Key Personnel (Form - 4E) with complete signed CV's, adhering to the following requirements:
  - (i) Team Leader must be in-house / permanent staff or full time employee 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 entire period of the contract 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 of the proposed Key Personnel which shall also be signed by the Authorised Signatory. In addition, the Consultant shall also submit qualification & experience certificates. The employer may seek replacement of any of the CV's found unsuitable / not meeting the criteria stipulated in the 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 65 (sixty five) 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 ensure that there shall be no replacement / change in the key personnel proposed at the time of signing of contract and during execution of the work. The consultant shall not replace any of the Key Personnel without the written prior consent of the Employer. The replacement of the Key Personnel shall only be on health grounds of the individual, with having equal or better qualification and experience. The consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.
- (x) If the Employer (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employers written request specifying the grounds therefore, forthwith provide as a replacement a person with equal or better qualifications and experience acceptable to the Employer.
- (xi) The Consultant shall bear all travel and other costs arising out of or incidental to any removal and / or replacement of its personnel.

10.1.5 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 fee, following points should be noted:

- (a) The Bidders will have to make their own arrangements for the transportation /accommodation / TA / DA of their personnel assigned to this project. The price quoted shall also include the bidder's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, the remuneration of the experts, secretarial staff, their salary, allowances and overhead expenditure etc.
- (b) Consultancy fee 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 Government and Non-Government Organization, 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 Bidder for executing the contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST, which will be paid as per existing rules and regulations at the time of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The Bidder has to submit the breakup cost of work and taxation in support of the financial bid as per Form Fin - 3. Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount, against submission of proof of change in Tax on work done amount. However, this would be entertained only if the Bidder has submitted its breakup with effective weightage, otherwise it would be presumed that the Bidder would absorb the same in his quote.
- (d) The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

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

#### 11. Extension of Bid Submission Date

The Employer may extend the date of submission of bids by issuing a corrigendum and uploading the same on Employer's website / e-procurement portal.



## **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. The submission of hard copy is not a mandatory requirement. However, if the Bidder submits hard copy of the bid, it shall not be treated as a substitute to online bids submission and in case a bidder fails to submit bids online due to any reason, the hard copies of the bids shall not be considered for evaluation.

## **14. Modification / Substitution / Withdrawal of Bids**

The tender once submitted may be modified, substituted or withdrawn by the Bidders before the last date of bid submission. No bid shall be modified, substituted or withdrawn after the deadline fixed for submission of bids.

## **15. Bid Opening and Evaluation Process**

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 The Employer will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.
- 15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: 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 ToR and by applying the evaluation criteria, sub-criteria specified in 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 of ITB. Only responsive Proposals shall be further taken up for evaluation.

15.4.1 A Bid shall be considered responsive only if:

- a) It is received by the Bid submission date and time including any extension thereof, pursuant to Clause - 11.
- b) It is accompanied by the EMD & Tender Fee as specified in Clause 6.1 & 6.2 above;
- c) It is received in the forms specified in Section - IV (Technical Proposal) and in Section - V (Financial Proposal);
- d) It does not contain any condition or qualification or suggestion.
- e) It fulfils the eligibility criteria stipulated in Clause 3 and Clause 16.1 of ITB.

15.5 After ascertaining the responsiveness of the bid, evaluation of each responsive Bid will be done as per clause 16.2 below. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification on his bid, giving a reasonable time for response. Employer however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Employer's request for clarification and the response shall be in writing.

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

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

15.8 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf.

## **16. Qualification Criteria & Bid Evaluation**

### **16.1 Minimum Qualification Criteria**

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in 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 40% of the estimated cost of this work estimated cost put to tender, or
- b) 2 similar completed services each costing not less than the amount equal to 50% of the estimated cost of this work estimated cost put to tender, or
- c) 1 similar completed service costing not less than the amount equal to 80% of the estimated cost of this work estimated cost put to tender.

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

For this purpose, “**Similar Works**” means “*preparation of Detailed Project Report / Techno – Economic Feasibility study for development of navigation channel for shipping or development of Ports or development of IWT Terminals.*”

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 100% of the estimated cost of this work put to tender to qualify for this tender.

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 For evaluation of Technical Bids, the points earmarked for specific fields would be as follows:

Sl. No.	Criteria	Score
<b>1.</b>	<b>Average Annual Turnover from Consultancy Services</b>	<b>25</b>
a.	More than 100% of the estimated cost & up to 150% of the estimated cost	15
b.	More than 150% of the estimated cost & up to 200% of the estimated cost	20
c.	More than 200% of the estimated cost	25
<b>2.</b>	<b>The Bidders relevant experience for the assignment as indicated in Clause 16.1.1 of ITB, Section II in the last 7 years</b>	<b>20</b>
a.	1 – 3 Projects	10

Sl. No.	Criteria	Score
b.	4 – 6 Projects	15
c.	More than 6 Projects	20
<b>3.</b>	<b>The quality of Approach &amp; Methodology proposed</b>	<b>15</b>
<b>4.</b>	<b>The qualification of the key experts / professionals proposed</b>	<b>40</b>
i.	Team Leader	07
ii.	Structural Engineer	06
iii.	Navigation Expert	06
iv.	Hydrographic Surveyor	05
v.	Geotechnical Engineer	05
iv.	Traffic Expert	04
v.	Environment Expert	04
vi.	Sociologists	03
	<b>Grand Total (Sl. Nos. 1+2+3+4)</b>	<b>100</b>

**Sub-Criteria for Each Key Personnel Scoring**

Sl. No.	Key Personnel	Minimum Qualification	Preferred Qualification	Relevant Experience	Total
1.	Team Leader	3.0	2.0	2.0	7.0
2.	Structural Engineer	2.0	2.0	2.0	6.0
3.	Navigation Expert	2.0	2.0	2.0	6.0
4.	Hydrographic Surveyor	2.0	1.5	1.5	5.0
5.	Geotechnical Engineer	2.0	1.5	1.5	5.0

Sl. No.	Key Personnel	Minimum Qualification	Preferred Qualification	Relevant Experience	Total
6.	Traffic Expert	2.0	1.0	1.0	4.0
7.	Environment Expert	2.0	1.0	1.0	4.0
8.	Sociologists	1.0	1.0	1.0	3.0

16.2.2 The Technical Bids must score at least 70 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 70 marks or more (out of 100) would be opened for further processing.

16.2.3 The Technical score shall be evaluated according to the following formula:  $St = 100 * T / Tm$ .

(T = is the technical score of the bidder under consideration and Tm = highest technical score amongst the bidders under consideration)

### 16.3 Financial Evaluation

The Financial score shall be evaluated according to the following formula:  $Sf = 100 * Fm / F$ .

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

### 16.4 Final Evaluation

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

- a. Proposal will be ranked according to the combined normalized Technical (St) and normalized Financial (Sf) scores using the weights mentioned below.
- b. The weights, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where  $Tw = 0.70$  and  $Fw = 0.30$   
(Tw = the weight given to technical proposal; Fw = weight given to the financial proposal;  $Tw + Fw = 1$ )
- c. Final score (S) would be arrived at using the following formula:  $S = St * Tw + Sf * Fw$

### 17. Award of Contract

17.1 The Employer shall issue a Letter of Acceptance (LOA) 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 Conditions of Contract in Section VII including submission of security deposit & performance bank guarantee, within 21 days of issuance of the LOA.

17.3 The Consultant is expected to commence the Assignment / job 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 Employer 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.

## **19. Indemnity**

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

## **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 alias, 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**

**DATA 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 preparation of Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (NW – 101) to facilitate inland water transportation in the state of Nagaland
3.	2.1	Method of Selection	Quality and Cost Based (QCBS) Selection Method (70:30)
4.	2.3	a) Last Date & time for submission of Bid b) Address for submission of hard copy of payment instruments (Tender Fee & EMD)	<b>Date : 16.10.2018</b> <b>Time : Latest by 1500 Hrs (IST)</b> <b>Submission : online submission</b> <b>Address: Director (NER)</b> Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	4	Pre-Bid meeting	<b>Date : 26.09.2018</b> <b>Time : 1500 hrs</b> <b>Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301</b>
6.	5.1	Last date for seeking clarifications	<b>Date : 20.09.2018</b> <b>Time : 1800 hrs</b> <b>Email Id: <a href="mailto:srmaurya.iwai@nic.in">srmaurya.iwai@nic.in</a></b>
7.	-	Estimated cost of work	INR 80 Lakhs excluding GST
8.	6.1	EMD	INR 1.60 Lakhs
9.	6.2	Tender Fee	INR 1000/- The amount mentioned above shall be deposited through RTGS in the following account: <b>i. Name of Bank Account: IWAI Fund</b> <b>ii. Bank Name and Address: Syndicate Bank, Transport Bhawan, New Delhi</b> <b>iii. Bank Account number: 90622150000086</b> <b>iv. IFSC: SYNB0009062</b>
10.	6.3	Minimum Bank Solvency	40% of the estimated cost of this work
11.	6.7	Bid Validity Period	120 days after last date of Bid Submission



CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
12.	3.3	Similar Works	Similar Works means “preparation of Detailed Project Report / Techno – Economic Feasibility study for development of navigation channel for shipping or development of Ports or development of IWT Terminals.”
13.	6.9	JV / Consortium allowed	Not Allowed
14.	3.7	Number of Key Personnel required	As stipulated in Form FIN – 3 & Clause 6 of Section VI
15.	-	Formats for the Technical Bid	FORM 4A: Letter of Bid 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: Declaration by the Bidders FORM 4G: Bidder information Sheet FORM 4H: Format for pre-bid queries by Bidders FORM 4I: Statement of Legal Capacity
16.	10.3	Consultancy Period	6 months from the date of issuance of LOA
17.	15.3	Bid Opening date	<b>Date : 17.10.2018</b> <b>Time : 1530 hrs</b>
18.	16.1.2	Average Annual Turnover	At least 100% of the estimated cost of this work
19.	17.3	Location of Assignment	Nagaland
20.	-	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.

## **SECTION – IV: TECHNICAL BID STANDARD FORMS**

**FORM 4A: Letter of Bid**  
(To be submitted in Bidders Letter head)

To,

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

**Sub:** Consultancy Services for preparation of Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (NW – 101) to facilitate inland water transportation in the state of Nagaland

Dear Sir,

1. Having examined the information and instructions for submission of tender, Conditions of Contract, Technical, General and Detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We .....(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said Conditions of Contract, Schedule of quantities for the sum as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I/ We am 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		TOTAL EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of 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 EMD, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said EMD, absolutely otherwise the said EMD 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 including that no interest is payable on EMD 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 Central Government, any State Government, a statutory Employer or a Public Sector Undertaking, or International Funding Agency (World Bank, ADB, JICA etc).** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm and cancellation of the contract.
9. I/ We understand that IWAI is not bound to accept the lowest or any tender it may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

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

(Name and address of firm)

M/s .....

Telephone no's.....

FAX No.....

Email ID:

**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 Works<sup>1</sup>” have been defined in Clause 16.1.1

S. No.	Client Name <sup>2</sup> , 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 <sup>3</sup> value of similar work satisfactorily completed					

**Firm's Name** : .....

**Authorized Signature** : .....

**Notes:**

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year simple annually.

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

<sup>2</sup> 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.

<sup>3</sup> 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.

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](http://www.xe.com), [www.oanda.com](http://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 in Last Three Years**

Sl. No.	Financial Years	Annual Turnover in INR
1.	2014 - 2015	
2.	2015 - 2016	
3.	2016 - 2017	
4.	<b>Total (1+2+3)</b>	
5.	<b>Average Annual Turnover</b>	<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 Bidder 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 at .....who is presently employed with/retained by us and holding the position of ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "**Consultancy Services for preparation of Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (National Waterway – 101) to facilitate inland water transportation**". 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 Apostille certificate.*

**FORM 4E: Curriculum - Vitae (CV) of Key Personnel**

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. **Languages 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 staffs 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 willful 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: Declaration by the Bidders**  
(To be submitted in Bidders Letter head)

To,

Date:.....

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

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 Tender document downloaded from the website of IWAI and e-procurement portal.
2.	<input type="checkbox"/>	I / We have not been banned or de-listed by any Central Government, any State Government, a statutory Employer or a Public Sector Undertaking, or International Funding Agency (World Bank, ADB, JICA etc.
3.	<input type="checkbox"/>	I / We accept the payment terms of Terms of Reference.
4.	<input type="checkbox"/>	I / We provide our acceptance to all the Terms and Conditions of this Tender Document.
5.	<input type="checkbox"/>	I / We 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
8.	<input type="checkbox"/>	I / We confirm that I/we have noted / updated ourselves of all amendments / corrigendum / response to pre-submission queries etc. and bid is submitted incorporating the same.

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

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

**FORM 4G: Bidder Information Sheet**  
(To be submitted in Bidders Letter head)

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

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

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

**FORM 4H: 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 Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender clause description	Query / Suggestion / Clarification sought
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			
.			

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

**FORM 4I: Statement of Legal Capacity**  
*(To be submitted 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 satisfy the terms and conditions laid out in the tender document.

We have agreed that ..... *(insert individual's name)* will act as our representative 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 Authorised Signatory shall be legally binding on us.

Thanking you,

Yours faithfully,

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

For and on behalf of.....



## **SECTION – V: FINANCIAL BIDS STANDARD FORMS**

**Form Fin – 1: Financial Bid Submission Form**

*[Location, Date]*

To:

*[Name and address of Employer]*

Dear Sir:

We, the undersigned, offer to provide the 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 etc.) but excluding Goods & Service Tax (GST) of *[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 / Bid as a whole.

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

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

**Yours sincerely,**

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

**Name and Designation of Signatory** : .....

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

**Form Fin – 2: Summary of Costs - BOQ**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount (in Figures)</b>	<b>Amount (in Words)</b>
A.	Consultancy Fees ( <b>Form Fin- 3</b> ) <b>(Sub-Total - 1 + 2)</b>		
B.	GST as applicable		
	<b>Grand Total</b>		

**Notes:**

- All payments shall be made as per the Clause 7.0 of 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	Man-months to be Proposed / Person (A)	Man-month Rate / Person (B)	Total Amount (C = AXB)
1.	Team Leader			
2.	Structural Engineer			
3.	Navigation Expert			
4.	Hydrographic Surveyor			
5.	Geotechnical Engineer			
6.	Traffic Expert			
7.	Environment Expert			
8.	Sociologists			
<b>Sub-Total (1)</b>				

#### 2. Miscellaneous Expenses

Sr. No.	Description	Total Amount
1.	Housing + Travel Expenses	
2.	Local Transport	
3.	Others	
<b>Sub-Total (2)</b>		

#### Notes:

1. Man-months rate and corresponding total amount shall include total emoluments, expenditure allowances, overheads, bonuses and all local taxes etc. 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. INTRODUCTION**

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body of the Ministry of Shipping, Government of India (GoI). 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) on the National Waterways (NW) in the country. Presently, there are 111 new NWs in the country including the stretch from Longmatra to Avankhu stretch of Tizu & Zungki rivers which has been declared as NW – 101 by the GoI during April 2016.
- 1.2 IWT has the potential to provide a cost efficient, economic, reliable, safe and environment friendly form of transport. When developed for use by modern inland vessels operating on dependable rights of way, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness.

## **2. BRIEF ABOUT THE PROJECT**

- 2.1 Tizu River originates in district Zhunheboto in the State of Nagaland and runs along the areas of Longmatra (District Kiphire), Laluri and Avankhu (District Phek) and confluences with the Chinguin River in Myanmar.
- 2.2 IWAI intends to explore the potential of NW - 101 i.e. Longmatra (Nagaland) to Avankhu (near Indo-Myanmar Border) stretch of Tizu and Zungki Rivers for round the year navigation and development of water transport facilities. The length of this stretch of the river is approximately 42 km and the maximum width in this stretch is approximately 100 m to 150 m. The waterway flow direction of the river is from Longmatra to Avankhu.
- 2.3 IWAI desires to engage a Technical Consultant (the "Consultant") for preparation of Detailed Project Report (DPR) for development of NW - 101 for IWT, which would inter-alia include technical, commercial (cargo potential), economic & financial aspects for navigation thereon.

## **3. OBJECTIVES OF CONSULTANCY**

- 3.1. The objective of this consultancy is to prepare a DPR to explore the potential of Longmatra – Avankhu stretch of NW - 101 for year round navigation and recommending thereafter the specific interventions / sub-projects for development of IWT Infrastructure to achieve waterway capable of reliable, safe & cost effective navigation by developing infrastructure facilities namely fairway, navigational aids

and terminal facilities. DPR will include Technical (together with Preliminary Engineering, Design work & Detailed cost estimate), Economic & Financial Analysis.

- 3.2. The Consultant shall also do an assessment of the existing cargo & passenger movements along the river corridor and across the river (at ferry points), identify and analyse important O-D pairs and identification of all infrastructure, institutional, regulatory and environmental & safety challenges hindering IWT operations.
- 3.3. The Consultant is required to provide a team of suitably-qualified experts with domain experience as per the requirement of the ToR.

#### **4. DETAILED SCOPE OF WORK**

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

##### **4.1 Collection and Review of the available Data & Reports:**

- (i) Collect and Study / Analyse detailed Hydrographic Survey report on Tizu River prepared by IWAI in the year 2015, for development of this waterway for shipping and navigation of cargo & passengers;
- (ii) Collect and Study / Analyse Feasibility report for Tizu and Zungki Rivers prepared by a Consultancy firm appointed by IWAI in the year 2016 for development of this waterway for shipping and navigation of cargo & passengers;
- (iii) Collect and Study / Analyse the water level, depth, velocity, discharge, bed slope, cross sections, bed & bank materials, hydrographic & topographic data etc. during both the monsoon and non-monsoon periods from the data available with Central Water Commission (CWC) / concerned State Departments / Survey of India / other concerned Agencies including taking representative field measurements at the site to fill in the gaps, if required;

**Note:** *The relevant data available with IWAI will be provided by IWAI to the successful Bidder. Any other document relevant for this DPR that is not available with IWAI will be arranged by the Consultant and the cost thereof will also be borne by the Consultant.*

##### **4.2 Undertake Physical Condition Survey (Reconnaissance survey) at Site, Study, Map and analyse the following:**

- (i) Physical Reconnaissance survey of the entire stretch of river covered by the study and collect information on the waterway characteristics. Such fresh information gathered shall be presented in comparison with the data available through earlier hydrographic survey duly presenting any major changes observed during the intervening period;

- (ii) Survey to verify the vertical and horizontal clearance of all man-made structures on the river system (barrages, locks, bridges, HT / LT lines, underwater pipes, power cables, river re – direction or river resistive or bank – protection works). The Consultant shall suggest improvements required thereon for smooth round the year and round the clock uninterrupted navigation by design size of inland vessels;
- (iii) Study the existing appurtenant regions on both sides of these rivers for their economic activities, adequacy (or lack of it) in respect of connectivity of hinterland with other transport modes i.e. rail and road;
- (iv) Study and identify the vulnerable stretches / recurring shoals / rapids / steep slopes / high flow velocity locations / navigational impediments and describe them in the report.
- (v) Survey to undertake assessment of existing cargo movements along the river corridor & across the river.
- (vi) Survey to assess the environmental impacts due to development works.
- (vii) Suggest with objective reasons the dimensions of design fairway (navigation channel) size including its Least Available Depth (LAD) and width during non-monsoon season (lowest water level period).

#### **4.3 Traffic Assessment**

- (i) The Consultant shall undertake assessment of existing cargo movements along the river corridor and across the river (at ferry points) giving details of type, quantity and seasonality of goods movement and number of passengers using the waterway.
- (ii) The Consultant shall identify important O-D pairs and give projections of estimated goods & passenger transport volumes for time periods of 5, 10 & 15 years for such O-D pairs. The data shall be compiled from secondary sources (state level statistics, inquiries with trade & commerce, enquiries at ghats, enquiries with transporters etc.) and information to substantiate such enquiries shall be included in the DPR.
- (iii) Based on the potential of loading and unloading of cargo and passengers, the Consultant shall suggest possible locations of IWT terminals, including their type, layout, area of land required and connectivity with rail, road and other facilities (e.g. warehouse, hard stand, office building, utilities etc.) required thereon. Ownership details of the land on which these terminals are proposed shall also be collected and presented in the report.



#### **4.4 Suggest & Develop Viable Options**

- a) Based on the findings in Clauses 4.1 and 4.2 above, the Consultant shall suggest & recommend in the DPR, the proposed class of Waterway in reference to IWAI (Classification of Inland Waterways in India) Regulation 2006.
- b) The Consultant shall suggest & develop viable outline options as detailed below i.e. short – immediate term and medium – long term river navigation improvement works. The options analysis shall include, but not be limited to the following (including combinations thereof);
  - (i) River dredging works for maintaining LAD all-round the year including for reaches having hard or rocky bed and details of disposal of the dredged material. In addition, the Consultant shall also suggest the type, capacity and number of Dredgers that may need to be procured for maintenance of the Fairway by Dredging; or
  - (ii) River Resistive Works (bandalling, bank protection and other erosion control works); or
  - (iii) Construction of barrages, weirs and or similar structures / interventions; or
- c) In addition, the Consultant shall also suggest in sufficient details
  - (i) 24 hours navigation facilities (if required or justified) including day marks, buoys, lights on masts at banks;
  - (ii) Procurement of rescue vessels / tug and survey vessels along with their dimensions / General Arrangement Drawings (GAD) and numbers with justification;
  - (iii) Survey equipment & computer system – hardware & software;
  - (iv) Any other such equipment required for smooth operation of the waterway

#### **4.5 Preliminary Engineering designs for providing and/or improving facilities**

- a) The Consultant shall undertake as part of the DPR study and provide therein, technical analysis together with preliminary designs and detailed cost estimate based on which development works can be undertaken under Engineering Procurement Construction (EPC) mode by IWAI / State Government.
- b) The preliminary engineering study shall recommend appropriate designs and constructions standards which are safe, economical, relevant to traffic projections, local site conditions, environmental requirements, social needs and have considerable design life and economic rate of return.
- c) The preliminary engineering designs of the DPR Study shall cover but not limited to the following:

- (i) Provide preliminary designs, detailed cost estimates (including estimated cost of annual recurring / maintenance works with sufficient basis / justification), layouts, basic drawings and specifications for the entire proposed infrastructure, including mechanical handling, and other allied facilities with proper justification that the suggested solution is the optimum one.
- (ii) The works shall be divided into separate packages covering different portions of the project and used as the design basis for future construction works. It will reflect IWAI specific requirements and be done in a way that avoids any significant changes during future execution.

#### **4.6 Vessels**

The Consultant shall suggest with objective reasons in the DPR, the dimensions of design cargo and passenger inland vessels for these rivers for round the year navigation including their length, breadth, light & loaded draft, GAD drawings and approximate cost. Further, the Consultant shall also delineate other important technical features e.g. target speed for upstream movement along with engine horse power, safety appliances, fire-fighting appliance and minimum accommodation for crew to be provided on the vessel.

#### **4.7 Environment Management Plan (EMP)**

The Consultant shall assess the environmental impacts due to development works and suggest suitable EMP to mitigate the adverse impacts, if any, including its cost. Only rapid EIA / EMP study is envisaged for which one season data shall be sufficient. However, all necessary information should be given in the DPR to enable IWAI to approach concerned authorities for getting environmental clearance for undertaking the works proposed in the DPR, if so required.

#### **4.8 Socio Economic Environment Assessment**

The Consultant will also assess the following:

- (i) potential economic development and increase in employment opportunities in the region / hinterlands of NW-101 and expected shift from primarily agrarian economy to industrial service sector economy due to development of IWT Sector. The economic potential of the region along the waterway shall be assessed. Economic Performance Index (EPI) of the districts along the waterway shall be assessed and provided along with effect of IWT growth on EPI.
- (ii) potential positive social effects including considering employment, day to day ease in living conditions and generation of wealth on account of the new economic activities due the project etc.

#### **4.9 Cost Estimates**

The detailed cost estimates shall be based on the Schedule of Rates (SoR) of the Government of Nagaland and / or DSR applicable for Nagaland. Market Rates can be adopted for those items for which SoR is not available. Transportation of men & material to the construction site taking into account the tough site conditions will be suitably considered in the rates / cost of various components. The basis / supporting documents for various rates used for preparing the cost estimate shall be given in the DPR.

#### **4.10 Economic & Financial Analysis**

The Consultant shall work out cost benefit analysis, Financial Internal Rate of Return (FIRR) and Economic Internal Rate of Return (EIRR) of the project based on current Indian / International norms with detailed back up calculations, basis, assumption, justification etc. along with their source of information.

#### **4.11 Organizational Structure**

The Consultant shall study and recommend necessary organizational structure and manpower required for execution of the project and its maintenance thereafter.

#### **4.12 Time Schedule for Project Execution**

The Consultant shall prepare detailed time schedule for execution of the whole project including time requirement of the various components of the project from inception till commissioning. Suggestion shall also be given for executing the project in different phases with split up of the works and the costs thereto.

#### **4.13 Miscellaneous**

- (i) The study shall also identify institutional, financial, regulatory, taxation, procedural bottlenecks including concerns (safety, security) that hinders growth of the IWT sector and propose solutions required for development of the sector as safe, secure, efficient and clean mode of transport.
- (ii) After submission of draft DPR, the Consultant shall conduct stakeholder meetings along with IWAI & the Government of Nagaland and shall arrange for public hearing / consultations in coordination with IWAI. The Consultant shall seek views of stakeholders, incorporate views of stakeholders and make suitable modifications in discussions with IWAI in the draft DPR.

#### **5. TIME SCHEDULE AND KEY DELIVERABLES**

The total duration for preparation of the Detailed Project Report shall be **6 months** from the date of issuance of LOA. Since, time is the essence of the contract, the Consultant shall ensure that the stipulated milestones are adhered to. The

Consultant shall submit the following reports within the time schedule as summarized below:

<b>Sl. No.</b>	<b>Reports to be delivered (Key Deliverables)</b>	<b>No. of Copies</b>	<b>Time Schedule</b>
(i)	Inception Report – The Consultant shall after conducting Reconnaissance Survey of NW 101 submit an Inception Report that gives details of the Reconnaissance Survey, the proposed methodology, the Consultant intends to use to fulfil the Terms of Reference, data requirement, proposed benchmarks for comparison and reasons for their selection.	2	Within 1 month of issuance of LOA
(ii)	Draft Detailed Project Report i.e. Technical Analysis, Waterways & Infrastructure Analysis, Preliminary Engineering Designs for providing and/or improving facilities, detailed Cost Estimates for executing various components of the project, Financial & Economic Analysis, Socio Economic Environment Assessment, Stakeholder Conference and Presentation	3	Within 4 months of issuance of LOA
(iii)	Draft Final Detailed Project Report i.e. Technical Analysis, Waterways & Infrastructure Analysis, Preliminary Engineering Designs for providing and/or improving facilities, detailed Cost Estimates for executing various components of the project, Financial & Economic Analysis and Socio - Economic Environment Assessment	3	Within 5 months of issuance of LOA
4.	Final Detailed Project Report i.e. Technical Analysis, Waterways & Infrastructure Analysis, Preliminary Engineering Designs for providing and/or improving facilities, detailed Cost Estimates for executing various components of the project, Financial & Economic Analysis and Socio - Economic Environment Assessment etc. all complete.	3	On or before 6 months of issuance of LOA

**Notes:**

- a. The Consultant will have to conduct presentations at the head office of IWAI as & when required by the Employer / EIC.
- b. The report submission shall be signed by the relevant Key Experts for related chapters and final cover page shall be signed by the Team Leader. Moreover, all the correspondences shall be done mainly with the Team Leader.
- c. During the presentations and meetings, the Employer may ask for presence of all the Key Personnel to be present personally for necessary discussions and clarifications with respect to inputs.
- d. Failure to achieve the Key Deliverables within the stipulated time shall attract Liquidated Damages in terms of Clause 2.8 of Section VII.

## **6. MANPOWER REQUIREMENT AND QUALIFICATION**

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose desired qualification and experience are briefly described herein would be considered for evaluation of the Technical Proposal.

### **6.1 Manpower requirement**

<b>S. No.</b>	<b>Resource</b>	<b>Nos</b>
1.	Team Leader	1
2.	Structural Engineer	1
3.	Navigation Expert	1
4.	Hydrographic Surveyor	1
5.	Geotechnical Engineer	1
6.	Traffic Expert	1
7.	Environment Expert	1
8.	Sociologists	1

### **6.2 Eligibility criteria**

<b>S. No.</b>	<b>Resource</b>	<b>Minimum Eligibility / Qualification</b>
1.	Team Leader	B. Tech / BE – Civil Engineering, Preferred Qualification – Masters in Structural design / Ports / Harbour / Dock Engineering. Minimum 20 Years of total experience out of which at

S. No.	Resource	Minimum Eligibility / Qualification
		least 15 years relevant experience in concept & detailed design, preparing Detailed Project Report / Feasibility Report for various Waterway / Port / IWT and allied infrastructure projects.
2.	Structural Engineer	B. Tech / BE in Civil Engineering, Preferred Qualification – M. Tech in Structural Engineering. Minimum 12 years of total experience out of which 10 years of relevant experience in Port / IWT structure related designs.
3.	Navigation Expert	Graduate in Engineering / Maritime Studies, Preferred Qualification – Masters in Engineering / Marine Studies. Minimum 10 years of total experience out of which 8 years of relevant experience in related field as per the assignment. He / She should have experience of traffic survey of waterways / river / canal or similar facilities.
4.	Hydrographic Surveyor	ITI in Survey / Diploma in Civil Engineering, Preferred Qualification – Higher qualification in Hydrography & surveying. Minimum 12 years total experience out of which 10 years relevant experience in conducting hydrographic surveys, investigations & measurements, bathymetric surveys / topographic survey in a variety of geographical locations
5.	Geotechnical Engineer	Graduate in Civil Engineering, Preferred Qualification – M. Tech, Geotechnical Engineering Minimum 12 years total experience out of which 10 years relevant experience in related field. He / She should have experience of soil investigation, reclamation work, soil improvement and foundation design.
6.	Traffic Expert	Graduate in Engineering / Economics, Preferred Qualification - Master's degree in Transport Economics or Engineering or Logistics. Minimum 10 years of total experience out of which 8 years of relevant experience in transport, logistic projects and operations, involving river and or maritime transport

S. No.	Resource	Minimum Eligibility / Qualification
7.	Environment Expert	Graduate in Civil Engineering / Environmental Engineering / Masters in Environmental Science, Preferred Qualification – Post Graduation in Environmental Engineering  Minimum 8 years of total experience out of which 6 years of relevant experience in environment impact assessment for stransport, logistic projects and operations, involving river and or maritime transport
8.	Sociologists	Graduate in Sociology, Preferred Qualification – Masters in Sociology.  Minimum 10 years of total experience out of which 8 years of relevant experience in the Indian Subcontinent environment, with particular reference to resettlement and other social impacts of large transportation infrastructure projects.

## 7. PAYMENT TERMS

- 7.1. The total Contract Price payable under the Contract shall be stipulated in the LOA and thereupon shall become part of this Contract and be paid in accordance with the terms hereon. The price quoted will squarely and totally include all the charges to be paid to the contractor by the Employer.
- 7.2. All the payments shall be made in Indian Rupees (INR) only and shall be subject to applicable Indian Laws for the purpose of taxation, if any.
- 7.3. The payment shall be only made against submission and acceptance of reports by the Employer. The Payment Schedule linked to the specified Key Deliverable is given below:

Sl. No.	Reports to be delivered (Key Deliverable)	Payment
1.	After approval of Inception Report	15%
2.	After approval of Draft Detailed Project Report and Stakeholder Conference	30%
3.	After approval of Draft Final Detailed Project Report	30%
3.	After approval of Final Detailed Project Report	25%

## **SECTION - VII: STANDARD FORMS OF CONTRACT / CONDITIONS OF CONTRACT**



## 1. General

- 1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this tender document 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 shall sign 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 Annexes / 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 or Tenderer**” means a private company / public company / partnership constituted under the relevant laws and who applies for this Consultancy Tender.
- 1.1.16 “**INR**”, Rs. means Indian Rupees.
- 1.1.17 “**Key Personnel**” means the main (Key) 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 provided by the Consultant 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 or Tender**” means the Technical and Financial Bids as mentioned under this tender document.
- 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 Acceptance (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 of IWAI deputed for various projects under Employer.
- 1.1.26 “**Work Order**” means the Letter of Acceptance issued by IWAI conveying the acceptance of the tender / offer subject to such conditions 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 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 Form;
  - ii. Integrity Agreement;
  - iii. Letter of Acceptance / Notice to proceed with the work;
  - iv. Conditions of Contract;
  - v. Schedule of the Price Bid;
  - vi. Technical Bid;
  - vii. Addenda / Corrigenda;
  - viii. Minutes of the Meeting; and
  - ix. 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 authorization letter 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](http://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 email or fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the Employer.

**e) POWER OF THE CHAIRPERSON:**

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

**1.4 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 of the scope, nature of the work involved, requirement of experienced personnel, liasoning for delivering the desired result etc.

- 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 rests with the IWAI. IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is also 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 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 rates 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 on mutually accepted terms and conditions as per the provisions of this tender document for only 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 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.

- xv) The Consultant shall make their own arrangements for the transport / TA / DA of their personnel assigned to this consultancy work, visiting offices / offices of the classification society, statutory Authorities, stake holders including State / Central Govt. Dept. etc. as may be required in connection with this consultancy work, attending discussions / meeting / presentations etc. with concerned authorities.
- xvi) Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of reports, schemes, documents, workshops, public meetings etc. which would be required to be prepared by the Consultant during the course of the assignment.
- xvii) 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.

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

2.1 **Commencement & Completion of Contract:** The Consultant shall begin carrying out the services from the date of issuance of LOA. The Consultant shall complete the works in all respect as per the ToR to the entire satisfaction of the Employer within a period of 6 months from the date of issuance of LOA (i.e. Completion period).

### **2.2 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.

### **2.3 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 which shall be dealt as per the conditions of the contract.

## 2.4 **Force Majeure**

### 2.4.1 **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, (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.

### 2.4.2 **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 of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period, within which a party shall, pursuant to this contract, 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.

2.5 **Suspension:**

The “Employer” may, by written notice of suspension to the Consultant, suspend all the works 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.

2.6 **Completion Time and Extension**

- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.

2.7 **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.

## 2.8 **Liquidated Damages**

2.8.1 If the Consultant fails to complete the “**Key Deliverables**” (as enumerated in clause 5.0 of ToR, Section VI) within the time period(s) as stipulated in the ToR 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.

2.8.2 Should however, the Consultant achieve the completion of the entire works as a whole under the contract within the time or in extended time (not due to fault on the part of the Consultant) as allowed, IWAI will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group / sub-group, as aforesaid in full. In this regard, the decision of the EIC shall be final and binding.

2.8.3 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.

2.8.4 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.

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

## 2.9 **Termination**

2.9.1 **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.

2.9.1.1 In case of such an occurrence, the Employer shall give not less than thirty (30) days written notice of termination to the Consultant.

2.9.2 **By the Consultant:** The Consultant may terminate this contract, by not giving less than thirty (30) days written notice to the 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.

2.9.3 **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.

**2.9.4 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 (f), 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. However, if the contract is terminated under sub-clause (g) of clause 2.9.1 above, 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, if 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 laws. The agreed stages of payment at clause 7 of ToR shall be guiding factors for deciding the completion stage of the assignment.
- b) If the termination takes place due to lack of performance / negligence on 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 a third party.
- c) No opportunity cost for partial or full compensation for the left over period shall be due to the Consultant on account of termination or foreclosure of the contract due to the sole discretion of the Employer.

**2.9.5 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.

**2.9.6 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.

### **3. Obligations of the Consultant**

#### **3.1 General**

- 3.1.1 **Standard of performance:** The Consultant shall perform the services and carry out his obligations 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.
- 3.2 **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 shall not 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.
- 3.3 **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.
- 3.4 **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 maintain Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India.
- 3.5 **Reporting requirements:** The Consultant shall submit to the Employer progress report of its activity on 1<sup>st</sup> of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the previous month (ii) A brief of the progress / stage achieved with reference to the ToR (iii) Places visited and officials contacted and (iv) 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 in Clause 5 of ToR, Section VI as part of the Key Deliverables.

The Consultant is required to make presentations at appropriate places (to be decided from time to time) on their Monthly progress reports at the time of submission of these reports as specified.

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

3.7 **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 but shall not use them anywhere, without taking permission, in writing, from the Employer. The Employer however, reserves the right to grant or deny any such request without assigning any reason. 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.

**4. Obligations and Responsibility / Inputs by IWAI:**

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

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

4.3 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 furnish, shall not be an excuse for improper preparation of reports / delay in preparation.

**5. Security Deposit and Performance Guarantee**

5.1 **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 successful bidder shall also deposit an amount equal to 5% of the awarded value of the work as Performance Guarantee (PG) in the form of irrevocable Bank Guarantee from nationalized / schedule bank in India with validity of 180 days beyond the contract completion period. This Security deposit and Performance Bank Guarantee shall be submitted within 15 days after the issuance of LOA.

**5.2 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.

5.3 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.

5.4 No interest will be paid on Security Deposit.

5.5 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, 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.

5.6 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 or 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.

- 5.7 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.

## **6. Payment Terms**

- (a) No advance payment shall be made.
- (b) Payment terms shall be as mentioned in clause 7 of ToR, Section VI, of this tender document.

### **6.1 Mode of Payment:**

Invoices / Bills 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 bill at IWAI's Head Office at Noida.

## **7. Arbitration**

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

The aggrieved party may request to Chairperson, IWAI (i.e. the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The Chairperson, IWAI will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, Chairperson, IWAI will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so



appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

## **8. 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 Noida 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.

## **9. Professional Liability**

- 9.1 Except in gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused by the Consultant to Employer’s property shall not be liable to Employer:



- 9.1.1 For any indirect or consequential loss or damage; and
- 9.1.2 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 Consultant hereunder.
- 9.2 This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services.

## **10. Miscellaneous Provisions**

- i. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. The Consultant should notify the Employer of any material change in their status, in particular, where such change would impact their performance of obligations under this contract.
- iii. The Consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iv. 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.
- v. 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.
- vi. The Consultant shall at all times indemnify and keep indemnified the employer against all claims by employees, workmen, Consultants, Sub-Consultants, suppliers, agent (s), Employer engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- vii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- viii. 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 Employer or Government of India.

## **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 this .....day of ..... 2018

BETWEEN

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

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

AND

.....

(Name and Address of the Individual/firm/Company)

through .....(Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/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 preparation of  
Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch  
of Tizu & Zungki Rivers (NW – 101) to facilitate inland water transportation in the  
state of Nagaland.”**

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

**Article 2: Commitment of the Bidder(s)/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 of 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 Employer's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
  - b) The Bidder(s)/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)/Consultant(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 of a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government / Employer's interests.
5. The Bidder(s)/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 the law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the bidder/consultant accepts and undertakes to respect and uphold the Employer'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 Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart

from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/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 anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Consultant as deemed fit by the Employer.
- 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 / Consultants, who do not submit, the duly signed Integrity Pact between the Employer and the Bidder / Consultant, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

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

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



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

**Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the 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 intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

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

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

.....

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

.....

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

**WITNESSES:**

1. ....

**(Signature, name and address)**

2. ....

**(Signature, name and address)**

**Place :** .....

**Date :** .....

**ANNEX - II: FORMAT OF BANK GUARANTEE FORM FOR PERFORMANCE  
SECURITY**

To  
The Chairperson  
Inland waterways Authority of India  
Ministry of 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 preparation of Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (NW – 101) to facilitate inland water transportation in the state of Nagaland**”, 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 beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We **(Bank)** further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **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 YOUR 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 ..... 2018  
for .....  
(Indicate the name of bank)

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

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

**ANNEX - III: AGREEMENT FORM**

**Consultancy Services for preparation of Detailed Project Report (DPR) for  
development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (NW –  
101) to facilitate inland water transportation in the state of Nagaland**

**AGREEMENT**

**BETWEEN**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**AND**

**CONSULTING FIRM**

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

**WHEREAS IWAI** is desirous of giving “**Consultancy Services for preparation of Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (NW – 101) to facilitate inland water transportation in the state of Nagaland (the “Work”)**” as per the Work Order No. ....dated .....in accordance with the Terms of Reference (ToR) & conditions of contract attached hereto all of which will form part this agreement.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The Consultant shall undertake the “**Work**” as per the Work Order No. ....dated ..... in accordance with the ToR & conditions of contract attached hereto all of which will form part this agreement.

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

- a) Agreement Form
- b) Integrity Agreement
- c) Letter of Acceptance
- d) Conditions of contract
- e) Schedule of the price bid
- f) Technical Bid
- g) Addenda / Corrigenda
- h) Minutes of Pre-bid Meeting
- i) All Correspondences

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

The “IWAI” hereby covenants to pay the Consultant in consideration of such completion of works, the contract price at the time and in the manner prescribed by the Contract.

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

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

**For and on behalf of**  
***Consultant***

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Name & Designation* \_\_\_\_\_

*Stamp*

*Stamp*

**Witness – I**

**Witness - I**

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation\_\_\_\_\_

2) Name & Designation\_\_\_\_\_

*Stamp*

*Stamp*

**Witness – II**

**Witness - II**

1) Signature\_\_\_\_\_

1) Signature\_\_\_\_\_

2) Name & Designation\_\_\_\_\_

2) Name & Designation\_\_\_\_\_



**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.**

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

**Signature of Authorized Signatory  
Name & Designation**

**Date:**

**Place**

**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 preparation of Detailed Project Report (DPR) for development of Longmatra to Avankhu stretch of Tizu & Zungki Rivers (NW – 101) to facilitate inland water transportation in the state of Nagaland**

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](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting (if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(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 Earnest Money Deposit absolutely.

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

