

TENDER

FOR

**SPECIFICATION SURVEY & SUPERVISION CONSULTANCY SERVICES
FOR CONSTRUCTION OF TWO SELF-PROPELLED CARGO VESSELS
AND TWO UNITS OF TUG-BARGE FLOTILLA FOR OPERATION
IN INDO-BANGLADESH PROTOCOL ROUTE & NW-2**

Tender No. IWAI/MD/250/2016-2017



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A – 13, SECTOR-1, NOIDA – 201 301(UP)

Tel. No. 0120-2527667; Fax No. 0120 – 2544041

e-mail- hciwai@nic.in, iwainoi@nic.in,

Websites: www.iwai.nic.in and <https://eprocure.gov.in/eprocure/app>

March - 2017

Section-1: NIT



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector 1, Gautam Buddha Nagar, Noida 201 301

Tel (0120) 2543931, Fax (0120) 2544041

Web site: www.iwai.nic.in

E-mail: iwainoi@nic.in/cepm.iwai@nic.in

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

NOTICE INVITING E-TENDER

Inland Waterways Authority of India (IWAI) hereby invites online tenders/bids (Technical and Financial Bid) from GLS/ABS/BV/DNV/IRS/LRS/NKK/ who are member of International Association Classification Society (IACS) in India for Specification Survey & Supervision Consultancy Services during construction of two Self-Propelled Cargo Vessels and two units of Tug-Barge Flotilla for operation in Indo-Bangladesh Protocol Route & NW-2. The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>

Name of the work	Schedule	Estimated Cost (Rs. in Lakhs)	EMD (Rs in lakh)	Duration of work
Specification Survey & Supervision Consultancy Services during Construction period of:				
i) Two units of Tug-Barge Flotilla	A	31.00	0.62	12 months
ii) Two Self-Propelled Cargo Vessels	B	36.00	0.72	12 months

1) Critical Data sheet:

Interested parties may download the Tender document online from the website <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in" and submit the cost of tender document/e-tender processing fee of Rs. 1000/- through RTGS only payable in favour of "IWAI Fund" in the A/c no. 90622150000086, IFSC Code: SYNB0009062, Syndicate Bank, Branch – Transport Bhawan, New Delhi. The scanned copy of the RTGS receipt with transaction ID certified by the same Bank must be enclosed along with the e-bid.

Document download start date	22.03.2017
Date of submission of queries	27.03.2017
Bid Submission last date	06.04.2017 upto 1500 hrs
Bid Opening date	07.04.2017 at 1500 hrs
Cost of tender document	INR 1000/-

2) Scope of the work:

In brief, the scope of work for the appointed Consulting firm shall be supervising and monitoring the entire construction work of the vessels as per Class approved drawings and checking the design and drawings on behalf of the owner and recommending for approval of the drawings to the Owner. The detailed Terms of Reference (ToR)/scope of the work shall be as in the Section-VI of this document.

3) Solvency Certificate:

The bidder should have financial solvency of not less than the amount equal to 40% of estimated cost of schedules quoted for and submit the scanned copy of solvency certificate from a Nationalized Bank/Scheduled Bank as the Documentary evidence.

4) Similar Works:

Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.

5) Earnest Money:

- i) The Earnest Money is to be deposited along with bid 100% by RTGS only.
- ii) The firm should have average annual financial turnover during the last three years ending 31st March of the previous financial year of at least 100% of the estimated cost.
- iii) The firm should have experience of having successfully completed similar works during last seven years ending last day of the month previous to the one in which bids are invited, either of the following:
 - a) Three similar completed works costing not less than the amount equal to 40% of aggregate estimated cost for schedule(s) quoted for.
 - b) Two similar completed works costing not less than the amount equal to 60% of aggregate estimated cost for schedule(s) quoted for.
 - c) One similar completed work costing not less than the amount equal to 80% of aggregate estimated cost for schedule(s) quoted for.

6) Method of Selection:

- i) Bidder will be selected under Cost Based Selection (CBS) and procedures described in this tender.
- ii) **The bidder can quote either for one or both schedules. Evaluation shall be made considering each schedule separately and tender shall be finalized accordingly.**

7) Clarifications:

Clarification/Query if any regarding this tender shall be obtained from the following address:

The Director (M)
Inland Waterways Authority of India
A-13, Sector – 1,
Noida-201301
Tel: (0120) 2527667, 2522969 Fax (0120) 2522969
Website: www.iwai.nic.in
Email: vcdialani.iwai@nic.in

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.

Hydrographic Chief
IWAI, Noida

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of Shipping and Navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the Country and specifically National Waterways (NWs).
- 1.2 Inland Waterways Authority of India(IWAI) has awarded the work of Design Construction and delivery at Kolkata of the following vessels to:
- a) M/s Shoft Shipyard Pvt. Ltd. Thane- For two self -propelled cargo vessels of 2000T capacity each at a cost of Rs. 21.74 crore and the two vessels are to be built at Bharuch, Gujrat.
- b) M/s A.C. Roy & Co., Kolkata- For two units of Tug-flotilla each considering of one Tug and two Dumb barges of 1000T capacity at a cost of Rs. 32.47 crore and the two tugs & four dumb barges are to be built at Kolkata, West Bengal.
- 1.3 IWAI is desirous to engage a Classification Society who is full member of International Association of Classification Societies (IACS) to supervise and monitor the works in conformity of the contract specifications and contractual terms on behalf of IWAI.

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, Section- II: Instructions to Bidder (ITB).
- 2.2 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment/Job has been described in Section - VI: Terms of Reference and Scope of Service.
- 2.3 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids. 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 a Classification Society who are member of International Association of Classification Society (IACS) as referred in NIT and having proven competence, capacity and experience in sphere of Port, IWT sector and experience in supervision works for construction of vessels / barges.
- 3.2 The Bidder shall meet minimum eligibility criteria of executing similar works of the value as mentioned in clause 16.1 of ITB.
- 3.3 Copy of work order/letter of award/letter of work/ agreement for executing the similar work to be submitted.
- 3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in Clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.
- 3.5 Any entity which has been barred by the Central Government, any State Government, a statutory Employer or a public sector undertaking as the case may be from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.6 The Bidder shall offer and make available the list of all Key Personnel and Non key resource as mentioned in Section - III Data Sheet meeting the requirements specified in Clause - 3 of Section – VI: Terms of Reference and Scope of Service. Each of the Key Personnel and Non key resource must fulfil the conditions of eligibility with respect to Qualifications and Experience.
- 3.7 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 3.8 The Bidder shall also indicate following:
 - 3.8.1 The Bidder shall have adequate resources for successful execution of the consultancy work and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized/scheduled bank in India for an amount as indicated in Section - III: Data Sheet.
 - 3.8.2 The Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Clarifications and Addendums

- 4.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet.

- 4.2 At any time before the submission of Bids, the Employer may amend the tender by issuing an addendum/corrigendum (amendment). The amendment/clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in"

5. Preparation of Bids

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

Bidders shall adhere to the requirements mentioned below:

5.1 EMD

- i) The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for the amount as specified in the in section –III, Data sheet.
- a) Earnest Money Deposit for the tendered work in the Notice Inviting Tender should be submitted 100% by RTGS only.
- ii) The RTGS only payable in favour of "IWAI Fund" in the A/c no. 513202050000007, IFSC Code: UBIN0551325, Union Bank of India, Branch – Sector-15, Noida.
- iii) The scanned copies of the RTGS receipt for tender cost and EMD with transaction ID certified by the same Bank must be enclosed along with the e-bid. In case the EMD and tender fee receipt do not enclose along with the e-bid, the bid is liable for rejection.
- iv) The Earnest Money of the successful Bidder will be retained as Performance Guarantee/Security Deposit.
- v) Any bid not accompanied by acceptable Earnest Money, shall be rejected by the Owner as non-responsive.
- vi) The Earnest Money of unsuccessful bidders will be returned within one month of signing of the contract.
- vii) The Bid Security/Earnest Money will be forfeited:
 - a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) sign the Agreement; and/or
 - ii) Furnish the required Performance Security.

5.2 Tender Fee

All Bidders are required to pay Tender Fee as mentioned in Section-III of Data Sheet through RTGS, to be deposited in IWAI FUND as per the details mentioned in the NIT. The Tender Fee is Non-Refundable.

5.3 Bank Solvency

All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in India for an amount as mentioned in Section III: Data Sheet.

5.4 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes (such as inter alia value added tax, sales tax, service tax, income taxes, custom duties, fees, levies and GST etc.) and all such taxes, as prevailing on the date of submission of bid must be included by the Bidder in the Financial Proposal.

5.5 Currency

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

5.6 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.

5.7 Bid Validity

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The Employer will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, 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 have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

5.8 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 and the bidder shall be disqualified from subsequent bidding in IWAI projects.

6. Conflict of Interest

- 6.1 Employer requires that selected bidder (consultant) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly

avoids conflicts with other assignment(s)/job(s) or his own corporate interests and act without any consideration for future work.

- 6.2 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies. The contract is liable for cancellation if either the Consultant himself or any of his employees or representatives are found to be persons/person who have held class I post under IWAI immediately before retirement and has within one (1) year of such retirement accepted without obtaining the previous permission of IWAI, or the chairman as the case may be, and employment as consultant, or in connection with the execution of the public works, or as an employee of such consultant. If the contract is terminated on account of the failure of the consultant to comply with this clause, IWAI shall be entitled to recover from him such damages as may be determined by the Engineer in Charge with due regard to the inconvenience caused to IWAI on account of such termination without prejudice to IWAI's right to proceed against such officer.

7 Acknowledgement by Bidder

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

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

8. Guidelines for e-submission of the Bids

- 8.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 8.2 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.
- 8.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enrol Here" on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Consultants/Bidders through email id provided.
- 8.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 8.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.

- 8.6 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.
- 8.7 Consultant/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 8.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 8.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 8.10 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.
- 8.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 8.12 From the favourite’s folder, he selects the tender to view all the details indicated.
- 8.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 8.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 8.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 8.16 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 8.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 8.18 The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.

- 8.19 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.
- 8.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 8.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 8.22 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.
- 8.23 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.
- 8.24 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.
- 8.25 The Bidder should ensure/see that the Bid document submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 8.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 8.27 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.
- 8.28 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.
- 8.29 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.
- 8.30 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.

- 8.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 8.32 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

9. A) Cover-I: Technical Bid

i) Enclosure – I

- a. Scanned copy of the proof of Tender fee as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- e. Scanned copy of Form of Tender (Form 4A)
- f. Scanned copy of a signed declaration by the bidders (Form 4G)
- g. Power of Attorney for the authorised 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 authorised representative.
- h. Bidder information form (Form 4H)
- i. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- j. Registration/incorporation certificate of the company/Firm.
- k. All corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.

ii) Enclosure – II

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b. Scanned copy of Service Tax Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Form 4C for average annual turnover
- e. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex - IV.
- f. Integrity agreement
- g. Scanned copy of ITR filed for last 3 years

iii) Enclosure – III

Scanned copy of complete Company profile with details such as:

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

iv) Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
 - (i) The approach to the work and methodology to be adopted, and
 - (ii) Detailed work plan
- b. Scanned copy of the list of experts/key personnel (Form 4E) with complete signed CV's, adhering to the following requirements:
 - (i) The Key Personnel must be permanent and full time employee(s) of the firm.
 - (ii) The Bidder is to ensure that the time allocated for the key personnel does not conflict with the time allocated for any other assignment. The Employer reserves the right to request a workload projection (including time spent on other projects/clients) for the Key Personnel.
 - (iii) The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.
 - (iv) The Key Personnel shall remain available for the period as indicated in the tender Document
 - (v) No alternative Bid for any Key Personnel shall be made and only one CV for each position shall be furnished
 - (vi) In the hard copy submission, each CV shall bear original signatures of the Key Personnel and the authorized signatory of the Bidder. Scanned signatures on the CV's shall not be accepted. The employer may seek replacement of any of the CV's it finds unsuitable/not meeting the criteria stipulated in the tender document.
 - (vii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the RFP document.
 - (viii) The Employer reserves the right to ask for proof of age, qualification and experience at any stage of the project.

- (ix) There shall be no replacement/change in the key personnel proposed by the consultants at the time of signing of contract from the key personnel proposed by the consultant at the time of bidding.
- (x) During execution of work, the consultant shall not replace any of the key personnel without the written prior consent of the Employer.

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

B. Cover-II: Financial Bid

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

- (i) This will contain consultancy fee to be charged for completing the work.
- (ii) While working out consultancy fees, following points should be noted:
 - (a) The consultants will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project for visiting various offices in different States, and other places for meetings, data collection, presentations, public consultation during field visit, public hearing and discussions, the remuneration of the experts, secretarial staff, their salary, allowances, overhead expenditure etc.
 - (b) Consultancy fees quoted would deem to have included all the incidental costs.
 - (c) All duties, taxes, royalties and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for service tax which will be reimbursed to the consultant on producing proof of payment. **The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.** The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).
- a. In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.
- b. The total duration of consultancy services shall be as specified in Section – III: Data Sheet and / or till the completion of delivery of vessels.

10. Extension of Bid submission date

The employer may extend the date of submission of bids and shall inform all the bidders by issuing an addendum.

11. Late Proposals

Proposals received by the employer after the specified bid submission date or any extension thereof, pursuant to clause 11, shall not be considered for evaluation and shall be summarily rejected.

12. 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 hard copy of the bids submitted by the bidder 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.

13. Modification/Substitution/ Withdrawal of Bids

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

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

14. Bid opening and evaluation process

- 14.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. 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.
- 14.2 The employer will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.
- 14.3 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 RFP, 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.
- 14.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified Clause 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in

clause 3 and clause 16.1 of ITB. Only responsive Proposals shall be further taken up for evaluation. A Bid shall be considered responsive only if:

- 14.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11.
- 14.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 5.1;
- 14.4.3 It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);
- 14.4.4 It does not contain any condition or qualification
- 14.5 The Employer shall inform the Bidders, whose Technical Bids are found responsive, 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.
- 14.6 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and 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. Bid evaluation

15.1 Minimum qualification criteria

- 15.1.1 The experience of having successfully completed similar work in the previous 7 (seven) years ending last day of the month previous to the one in which this Tender is invited should be of either of the following amount:
 - a) Three works each costing of 40% of the aggregate estimated cost of quoted Schedule(s).
 - or
 - b) Two works each costing 60% of the aggregate estimated cost of quoted Schedule(s).
 - or
 - c) Single work costing 80% of the aggregate estimated cost of quoted Schedule(s).
- 15.1.2 Average annual turnover from consultancy services for last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 should be 100% of estimated cost of quoted schedules.
- 15.1.3 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.

15.2 Technical Evaluation

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

Sr. No.	Description	Points
1.	The consultants relevant experience for the assignment	30
3.	The quality of work plan & methodology proposed	30
4.	The qualification of the key experts/professionals proposed	40
	Total	100

Detailed marking scheme

Sr. No.	Criteria	Score
1.	The consultants relevant experience for the assignment	30
	a) General experience of the consulting firm in supervision and three marks will be given for each similar work assignment limiting to maximum of 15 marks.	20
	b) Specific experience of the consulting firm in design, construction supervision, inspection of works, materials, machinery / equipments and their installation and trial & testing of inland/sea going vessels / barges– 2.5 marks for similar work assignment limiting to maximum of 5 marks	05
	c) Bonus marks for successfully completed one similar work having consultancy value more than 100 lakh.	05
2.	The quality of work plan & methodology proposed	30
	a) Work Plan	10
	b) Approach & Methodology	20
3.	Key experts/professionals proposed	40
	Team Leader cum Engineer in Charge (EIC), Naval Architect/Marine Engineer to be deployed full time	20
	Naval Architect /Mechanical Engineer as required by Team leader	10
	Electrical/Electronics Engineer as required by Team leader	10
	Grand Total	100

Sub-criteria for Key Personnel / Non Key resource scoring

Sr. No.	Key Personnel	Minimum Qualification	Preferred Qualification	Relevant Experience	Total
1.	Team Leader cum Engineer in Charge (EIC)	8	4	8	20
2.	Naval Architect /Mechanical Engineer	4	2	4	10
3.	Electrical/Electronics Engineer	4	2	4	10

Sub – Total	40
--------------------	-----------

15.2.2 The Technical Bids must score at least 75 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 75 marks or more (out of 100) would be opened for further processing. However, if the number of such pre-qualified bidders is less than two, the Employer may, in its sole discretion, pre-qualify the bidder(s) whose Technical score is less than 75 marks.

15.3 Financial evaluation

The Bidder with the lowest financial proposal i.e. L-1 shall be considered for award of the Contract.

16. Award of Contract

16.1 After completing various discussions, the Employer shall issue a Letter of Award to the selected Bidder and shall promptly notify all other Bidders who submitted their bids about the decision taken.

16.2 The consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Standard Form of Contract in Section VII, within 15 days of issuance of the Letter of Intent.

16.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

17. Insurance

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

18. Indemnity

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

19. Fraud and Corrupt Practices

19.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender 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 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.

- 19.2 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.

SECTION - III: DATA SHEET

DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	2.1	Employer	The Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment/job is	Consultancy Services for Specification Survey and Construction supervision of Construction of two self – propelled cargo vessels / two units of Tug Barge Flotilla each consisting of one tug and two dumb barges of 1000 tonne capacity for operation in indo – Bangladesh protocol route and NW-2
3.	2.1	Method of Selection	Cost Based Selection (CBS)
4.	2.3	Date & time and address for submission of Bid	Date : 06.04.2017 Time : Latest by 1500 Hrs (IST) Address : online submission Hydrographic Chief Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	4.1	Last date for seeking clarifications	Date : 27.03.2017 Time : 1200 hrs Email Id: hc.iwai@nic.in
6.	5.1	EMD	INR 62,000/- for Schedule-A & Rs. 72,000/- for schedule-B
7.	5.2	Tender Fee	INR 1000/-
8.	5.3	Bank Solvency	INR 12.40 lakh for Schedule-A & Rs. 14.40 lakh for schedule-B or Rs. 26.80 Lakh for both schedules.
9.	3.4 & 16.1.2	Average Annual Turnover	INR 31.00 lakhs for Schedule-A & Rs. 36.00 lakh for Schedule-B or Rs. 67.00 Lakh for two schedules.
10.	6.7	Bid Validity	120 days after opening the Technical Bid
11.	3.3	Similar Works	Similar works shall include design, construction supervision, inspection of works, materials, machinery / equipments and their installation and trial & testing of inland/sea going vessels / barges
12.	-	JV/consortium allowed	No

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
13.	3.7	The estimated number of Key Personnel and Non key resource required	One – full time and other personnel as required by team leader during construction period.
14.	-	The formats for the Technical Bid	FORM 4A: Form of Tender
15.			FORM 4B: Eligible Projects
			FORM 4C: Average Annual Turnover
			FORM 4 D: Power of Attorney
			FORM 4E: Curriculum-Vitae (CV) of Key Personnel
			FORM 4F: List of Ongoing assignments
			FORM 4G: Declaration by the Bidders
16.	-	Consultancy Period	FORM 4H: Bidder information sheet
			Initially 12 months for each project.
17.	15.3	Bid Opening date	Date : 07.04.2017 Time : 1500 hrs
18.	17.3	Location of Assignment	Kolkata for Tug barge flotilla and Baruch (Gujarat) for Self- propelled cargo vessels.

SECTION-IV: TECHNICAL BIDS TENDER FORM

FORM 4A: Form of Tender

To,

**Hydrographic Chief
IWAI, A-13, Sector -1,
Gautam Buddha Nagar
NOIDA - 201301, U.P.**

Dear Sir,

We (M/s ----- of -----
) having read and fully understood the specification, conditions of Tender and conditions of the contract hereby Tender to consultancy services in accordance with and so forth in Notice Inviting Tender, Conditions of Contract.

The Tenders have been submitted in **Cover-I** and **Cover-II** as stipulated in your Tender Notice.

We hereby agree that the said specification, conditions of Tender and Conditions of the Contract together with the acceptance thereof in writing by or on behalf of the employer shall constitute the contract.

We have deposited with the Director (M), IWAI, NOIDA an amount of INR. -
----- (in words) vide RTGS/NEFT No. ----- of ----- Bank dated ----
----- as Earnest Money for the Tender.

Should employer ask for a break up of our price, we shall submit the same forthwith giving adequate justification to establish its veracity, failing which the employer may cancel our Tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any Tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for the decision.

(Duly Authorised to sign the Tender on behalf of the Bidder)

Witness _____

Name _____

Signature _____

Designation _____

Name _____

Name of Company _____

(IN BLOCK LETTER)

Date _____

Note: All blank spaces to be filled in by the Bidder and submitted along with Tender.

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 out consulting services similar to the ones requested under this assignment.]

1. Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
2. Exhibit only those projects undertaken in the last Seven (7) years.
3. Completed Projects/Assignments indicating start Date, end date and value of the work executed from respective client will not be considered.
4. Projects that have been substantially completed shall also be considered. Substantially completed projects shall be based on 90% or more works completed under the contract.

Assignment Name and project cost:	Approx. value of the Contract (in INR in Crore) :
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by the your firm under the contract (in INR in lacs):
Start Date (Month/Year):	No of professional staff-months provided by associated Consultants:
Completion Date (Month/Year):	
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader):
Name of Associated Consultants (if any):	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name :

Authorized Signature :

Note:

1. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.
2. Bidders should mention the maximum value of similar works executed during the last seven years (adjusted to 60 days before the Bid submission date).

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

FORM 4C: Average Annual Turnover of Applicant

Sl. No.	Financial Years	Average Annual Turnover of Applicant (INR) in Last Three Years
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Firm:.....

(Signature of the Statutory Auditor Seal of the Firm)

Note:

1. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing Chartered Accountant on his letter head.

FORM 4 D: Power of Attorney

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and 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 Specification Survey and Construction supervision of Construction of two self – propelled cargo vessels/ two units of tug barge flotilla each consisting of one tug and two dumb barges of 1000 tonne capacity for operation in indo – Bangladesh protocol route and NW-2. 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,
HAVE EXECUTED THIS POWER
OF ATTORNEY ON THIS**

**..... THE ABOVE NAMED PRINCIPAL
... DAY OF..... .., 20****

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

Witnesses:

- 1.....
2.

Accepted

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

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. **Language Known** :
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] :
11. **Employment Record** :
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.] :

From [Year] : **To [Year]** :.....
Employer :.....
Positions held:.....
12. **Detailed Tasks Assigned**
[List all tasks to be performed under this Assignment/Job] :
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**

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

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

14. Certification :

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

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

Date:.....

[Signature of staff member]

[Signature of authorized signatory of the

firm]

Place:.....

[Full name of authorized representative]

FORM 4F: List of Ongoing Assignments

Sl. No.	Assignment	Start Date	End Date	Project Value	Value of Services being provided	Present status of Assignment
1.						
2.						
3.						

FORM 4G: Declaration by the Bidders

To,

Date:.....

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

Kind Attention: Director (M)

Sub: Declaration from the Bidder.

Tender Reference No:.....

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	We have not been banned or de listed by any government or quasi government agency or public sector undertaking.
3.	<input type="checkbox"/>	We accept the payment terms of clause 6 of Condition of the Contract.
4.	<input type="checkbox"/>	We provide our acceptance to all Tender Terms and Conditions.

5. We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.

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

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

FORM 4H: Bidder information sheet

- 1) Bidder's legal name
- 2) Bidder's country of registration
- 3) Bidder's year of registration
- 4) Bidder's Legal Address in the country of registration
- 5) Bidder's Authorized Representative Information
 - (i) Name:
 - (ii) Address:
 - (iii) Telephone/Fax numbers:
 - (iv) Email Address:

Note:

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

SECTION - V: FINANCIAL BID STANDARD FORMS

Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/Job for [Insert title of Assignment/Job] in accordance with your Request for Bid 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 VAT, Sales tax, Income tax, duties, fees, levies), excluding of service tax. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

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

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

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

Form Fin – 2: BoQ

For Kolkata, West Bengal (Schedule-A)

Sl. No.	Resource	No.	Period	Rate (in Rs.)	Amount (in Rs.)
1.01	Team Leader cum Engineer in Charge (EIC), Naval Architect/Marine Engineer to be deployed full time	1	12 months		
1.02	Naval Architect /Mechanical Engineer/ Electrical/Electronic Engineer as required by Team leader	1	37 visit during the project		
1.03	Service Tax				
1.04	Total				

For Bharuch, Gujarat (Schedule-B)

Sl. No.	Resource	No.	Period	Rate (in Rs.)	Amount (in Rs.)
1.01	Team Leader cum Engineer in Charge (EIC), Naval Architect/Marine Engineer to be deployed full time	1	12 months		
1.02	Naval Architect /Mechanical Engineer/ Electrical/Electronic Engineer as required by Team leader	1	37 visit during the project		
1.03	Service Tax				
1.04	Total				

Total Rupees in words:

Note: No escalation on any account will be payable on the above amount

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

SECTION-VI: TERMS OF REFERENCE (ToR)

1. Introduction

- 1.1 Inland Waterways Authority of India (IWAI) is a statutory body under Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NWs).
- 1.2 To carry out operations on National Waterways and on protocol route, IWAI had successfully floated tenders for Construction of Vessels/Barges and IWAI has awarded the work of Design Construction and delivery at Kolkata of following vessels:
 - a) M/s Shoft Shipyard Pvt. Ltd. Thane- For two self- propelled cargo vessels of 2000T capacity each.
 - b) M/s A.C.Roy & Co., Kolkata- For two units of Tug-flotilla each considering of one Tug and two Dumb barges of 1000T capacity.
- 1.3 IWAI is desirous to engage a Classification Society who is full member of International Association of Classification Societies (IACS) to supervise and monitor the works in conformity of the contract specifications and contractual terms on behalf of IWAI.

2. Brief about Project

IWAI desires to engage Specification survey and Construction Supervision Consultants (“Consultant” - *Classification Society who is member of IACS*) for Design and Construction of two self-propelled vessels (2000 T capacity) and two tug Barge Flotilla (2000 T capacity) consisting of pusher tug and dumb barges.

The above mentioned works will be executed by the Contractor appointed by IWAI. The Consultant will efficiently supervise and monitor the works being executed by the Contractor and will provide assistance to IWAI for the successful completion and delivery of the vessels. The Consultant shall monitor the progress of the works, quality of works executed and deliverables submitted by the Contractor in implementation of the Project within the Employer’s applicable acts, rules and regulations. The Consultant will review the engineering aspects designs, drawings submitted by contractor and recommend to Designated Official of IWAI for approval and subsequent issuance of approved drawings.

3. Objectives of Consultancy

- 3.1. The objective of this consultancy is to efficiently supervise and monitor the Contract awarded by IWAI for Construction of two self – propelled cargo vessels and two units of tug – barge flotilla for operation in Indo – Bangladesh protocol route and NW-2, in such a way that each and every activity envisaged for the project is completed in agreed

timeline, within budgeted cost frame and in full compliance with Employer's applicable acts, rules and regulations. The objective is to achieve project monitoring parameters and milestones as agreed-upon in the stipulated time frame.

3.2. The Consultant is required to provide a team of suitably-qualified experts for the period, including full-time and need based/ part time resource deployment, as specified in ToR.

3.3. The following are the principal tasks envisaged under the Consultancy services:

3.3.1. Comprehensive Project technical support including day to day supervision for ensuring progress, checking of designs and drawings, quality and safety parameters as outlined for scope of the Contractor, coordination with all stakeholders including Contractors and Employer.

3.3.2. Monitoring of status of class and statutory plan approvals\quality and progress of Works.

3.3.3. Preparing Project Progress Reports and reviewing / updating project activities

3.3.4. Ensuring Compliance to Quality and Safety parameters for construction and installation works, materials, machinery / equipments.

3.3.5. Inspections of works, materials, systems and Machinery/Equipment and their installation on-board, as well as attendance of tests and trials as per Contract.

4. Details and Role of Consultant

IWAI awarded two tenders for design & construction of the following vessels for operation in Indo-Bangladesh protocol route, NW-2:

- i) Two Self-Propelled Cargo vessels of 2000 tonnes capacity: -M/s Shoft Shipyard Pvt. Ltd., Thane
(Place of construction yard at Kaladhra Village, Wagra Taluk, Off Dahej Road, Bharuch District, Gujarat)
- ii) Two units of Tug-Barge Flotilla of 2000 tonnes capacity, each unit consisting of one Pusher Tug and Two Dumb Barges: - M/s AC Roy & Co., Kolkata
(Place of construction yard at Ghusari and Shibpur, Howrah)

The vessel-wise brief technical specifications are as following:

A. Self-propelled Cargo vessels for 2000 Tonne capacity

Length of vessel	-	85.0 meter
Breadth moulded	-	15.0 meter
Depth at side	-	5.0 meter
Maximum design draught	-	2.8 meter
Trial Speed	-	9 knots
Propulsion engines	-	Two Marine Diesel Engines of about 600 BHP each of reputed make

Propulsion system	-	Twin-Screw FPP Conventional Propulsion System
Fuel Oil tank capacity	-	85 Tonnes
Freshwater tank capacity	-	20 Tonnes
Maximum air draft	-	8.0m
Complement	-	12 crew

B 1. Pusher tugs 15 T Bollard Pull

Length Overall	-	27.00 meter
LWL	-	26.30 meter
LBP	-	25.00 meter
Beam (mld.)	-	8.00 meter
Depth	-	2.90 meter
Draft (design)	-	2.00 meter
Air Draft	-	8.00 meter
Speed of Vessel	-	6.5 knots while Pushing 10 knots while free running
Main Engine	-	2x500HP
D.G. Set	-	2x30 kW

B 2. Dumb barges

Length Overall	-	62.00 meter
Beam (mld.)	-	12.00 meter
Depth	-	(Mld) 3.5meter
Draft (design)	-	2.50 meter
Air Draft	-	8.00 meter
Draft (scant)	-	3.00 meter
Cargo (In holds)	-	1000 Tonne
D.G. Set	-	2x30 kW

The Consultant shall review and check the design details and drawings submitted by the Contractor and recommend to the Designated Official of IWAI for approval. The Consultant shall monitor the progress, supervise the construction and inspect materials, systems and Machinery/Equipment and their installation.

The Consultant shall submit monthly progress reports for construction, installation of machinery / equipment and other allied works, along with all the relevant details.

The Consultant shall report to the Project I/c (IWAI) for Contract monitoring and administration.

5. Detailed scope of work

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

5.1. Project Preparation

- a. The Consultant shall acquaint his team members with all the aspects related to work being tendered.

- b. The Consultant shall undertake study of available documents with particulars relevant to design, specifications and methodology for executing the work and project schedule. The Consultant shall also review the Contract Agreements for complete understanding of the responsibilities vested with the Contractor, provisions of achieving the milestones.
- c. The Consultant shall recommend the procedures, systems, standards, criteria and reporting systems for the Contractor.
- d. The Consultant shall assist Designated Officials of IWAI in site-supervision for all the activities of projects.

5.2. Design Review

The Consultant shall be responsible for design reviews observing the best global engineering practices as per applicable guidelines, applicable local rules and regulations, Employers rules and regulations, Indian Bureau of Standards.

- a. The Consultant shall be responsible for checking of designs and drawings falling within the Contractor's scope and recommend the same for approval of the Engineer in Charge.
- b. The Consultant shall assist the designated officials of IWAI and other concerned stakeholders on actions required on review done / suggestions for design and construction aspects.
- c. The Consultant shall undertake examination of the complete set of shipyard's detailed design documents and construction plans to ensure compliance with the contractual requirements.
- d. The Consultant shall examine all aspects including:
 - General Arrangements & all Layouts
 - Preliminary Trim & Stability Booklet
 - Tank capacity & arrangements
 - Detailed structural drawings of the main hull, appendages, superstructures
 - Propulsion & Auxiliary machinery & associated systems
 - Pumping & piping system for outside machinery space (e.g. Bilge & Ballast, Hydraulic, Pneumatic systems etc.)
 - Electrical Power Management System
 - Control systems
 - Firefighting system
 - Life Saving system
 - Inclining Experiment
 - Final stability & buoyancy calculations; and
 - Any other document required by the Specification & contract of contractor.

5.3. Project Monitoring and Control

The Consultant shall be responsible for monitoring entire project and progress related to execution thereby assisting all Stakeholders in efficient project management and rendering advice in taking necessary actions for timely and quality completion of the project.

- a. Review and comment on the project schedule prepared by the Contractor and assist all stakeholders to provide necessary approvals.
- b. Monitor project development at project site against agreed schedule and update / revise the project schedule based on the progress achieved.
- c. Finalize the mitigation plan in case of delay and updating the project schedule in co-ordination with all stakeholders.
- d. Monitor physical and financial progress during execution of works. Assist in future physical and financial planning in advance.
- e. Report monthly project status to all stakeholders.

5.4. Project Execution

- a. Monitoring the construction, installation of machinery / equipments and other allied works and correlate sequential activities as per site conditions for progress optimization.
- b. Assist concerned stakeholders to mitigate performance deviation by the Contractor.
- c. Liaison between owners and builders for successful completion of the project.
- d. Advise and assist in resolving disputes / claims arising at site.
- e. Assist/ advice regarding timely identifying and fixing of the site by the Contractor and the advance actions required to be taken for timely supplies of entire deliveries of the site and to achieve the milestones for completion of works.
- f. Ensuring good shipbuilding practices by means of continuous monitoring of the construction.
- g. Check the Contractor's setting out of works prior to execution, for conformance with the good for construction drawings and file daily , weekly and monthly reports with Verified lines and levels to ensure works are being executed as per the approved drawings/layouts, alignments and levels.
- h. Monitor the status of all milestones due, which have been achieved and forecasts of achievement of any missed milestone, and those due in coming period.
- i. Witness and verify the application of special welding procedures (full penetration and deep penetration welds, etc.) as directed in the detail design drawings by

Owners and class during the plan approval process and also to verify the workmanship.

- j. Verify that all equipment installed in the Vessel meets the specification, that relevant certification and technical information/ manual is provided with regard to materials, installation, testing, operation and maintenance.
- k. Maintain day to day records, working/as-built drawings, and test field data, details of variations, correspondence.
- l. Ensure that the quality of materials used, meet the specifications stipulated in the contract agreement executed between the Employer and the Contractor.
- m. Assist concerned stakeholders in scrutiny of invoices raised and settlement of all claims amicably.
- n. Issue interim quantity certificates for processing Contractor's invoice. Certify completion of part or all of the works for payment;
- o. Analyze claims submitted by the contractor and prepare recommendations for the approval of "Engineer in charge" in terms of both technical for response to the contractor.
- p. Compliance with requirements over and above Class & Statutory Requirements, if any specified
- q. Verification of Purchase orders of equipment for compliance with the Specifications
- r. Ensuring proper surface preparation, painting and cathodic protection etc. are being taken care of by contractor.
- s. Tests & trials for all Hull, Machinery & Equipment as listed in the Contract.

5.5. Testing & Trials

The Consultant shall witness the following trials and verify satisfactory performance of the hull, machinery and equipment:

- Hull pressure testing by hydro pneumatic tests.
- Ship Machinery, Deck Machinery trials.
- Trials for operations of equipment.
- Test & trials of all electrical equipment including the switchboard.
- Tests & Trials of all systems, also the Lifesaving & Firefighting equipment.
- Pre- commissioning / Basin trials.
- Inclining Experiments.
- All inland / sea trials.

5.6. Quality Assurance and Quality Control

- a. The Consultant shall supervise and monitor the work on behalf of employer to ensure implementation of a proper Quality Assurance system on all activities and aspects of the project.
- b. Assist the concerned stakeholders on matters connected with quality assurance/control aspect of works in order to ensure the quality of work and its conformity with the standards & specifications prescribed in the contract.
- c. The Consultant shall ensure that the Contractor maintains systematic documentation of all tests performed as per the forms developed by the Consultant.
- d. The consultant will verify the reports maintained by the Contractor with regard to testing of material and wherever necessary third party testing will be arranged by the Contractor and shall be monitored by the Consultant.

5.7. Carry out final Inspection

After completion of the construction, the Consultant will participate in the Sea/River trial of the vessels to ensure that the vessels are running smoothly as per Owner requirement. Following final inspection of the project and the correction of all identified deficiencies on the project, the consultant shall recommend to Engineer in-charge to issue the Project Completion Certificate.

5.8. Post construction / consultancy

- a. The Consultant shall submit the performance report of all the completed works by the Contractor.
- b. The Consultant shall certify the stage completion as per contractual terms.
- c. The Consultant shall ensure delivery of routine and preventive maintenance manual for compliance of maintenance of all the works as per the Contract Agreement executed between the Employer and the Contractor.

6. Reporting requirements

6.1. Types of Reports

All reports and documents prepared by the Consultants shall be professional, precise and objective. The Consultants shall provide one copy/set of each of the following document & reports to IWAI:

- a. Commencement Report within 30 days after commencement of Services;
- b. Quality Assurance (QA) Plan - 30 days after Commencement of Services;
- c. Monthly Progress Report by the 10th day of every month; and,
- d. Final Report at the completion of services.

6.2. Commencement Report

The Commencement Report shall contain the details of all meetings held at the yard of builder with Employer and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultant's perception in the management and supervision of the project. The report shall also include the work Programme and resource mobilization for the project.

6.3. Supervision Manual

The primary objective of the Supervision Manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is not intended to be a contractual document nor is it to take precedence over the specifications. The Manual will merely act as guide and reference to the various staff in the management and supervision of the project in discharging their duties in a smooth and systematic manner.

6.4. Quality Assurance Plan

The Consultant shall approve a Quality Assurance plan prepared by contractor for achieving quality in construction based on national / international standards and best practices being followed. The Consultant shall provide certificate for quality of work executed, covering all types of works.

6.5. Progress Report

The Monthly Progress Reports shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultant's and the Contractor's), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures.

6.6. Final Completion Report

The Consultant shall prepare a comprehensive report including all the structural details, capacity, equipment / machinery installed and other inter-alia works carried out for Construction of Barges. The final completion report shall include the details of physical progress achieved vs actual planned with reasons for deviations, quantum of delay and the cost impact. Moreover, final handing over document shall comprise of detailed maintenance plan and schedule in order to operate successfully.

7. Manpower Requirement and Qualification

7.1. Supervision consultants - Manpower requirement to complete the work as enumerated in clause 5.00 of ToR.

Sl.No.	Resource	No.	Period
1.00	Key Resource		
1.01	Team Leader cum Engineer in Charge (EIC), Naval Architect/Marine Engineer to be deployed full time	1	12 months
1.02	Naval Architect /Mechanical Engineer/ Electrical/Electronic Engineer as required by Team leader	1	Between project

7.2. Eligibility criteria and roles and responsibility of the key personnel

Sr.No.	Resource	Minimum Eligibility / Roles
1.00	Key Resource	
1.01	Team Leader cum Engineer in Charge (EIC)	B. Tech – Naval Architect / Marine Engineering should be a qualified surveyor of Classification Society with 5 years experience.
1.02	Naval Architect /Mechanical Engineer	B. Tech – Naval Architect / Mechanical Engineering should be a qualified surveyor of Classification Society with 5 years experience.
1.03	Electrical/Electronics Engineer	B. Tech – Electrical/Electronics Engineer should be a qualified surveyor of Classification Society with 5 years experience

8. Payment Terms

8.1. Remuneration of Key Personnel

- a. The man schedule indicated in Clause 7.1 is for Consultancy Services for Construction supervision, checking and inspection for construction of vessels/barges, machinery/equipment installation and other inter-alia works. The consultant shall not claim any compensation for addition/deletion in the scope of man schedule during execution.
- b. The Remuneration for person shall include all the payments, expenditure, allowances, overheads & profit and all local taxes. Service tax will be reimbursable at the applicable rates on documentary evidence of remittance.
- c. The quoted rate shall be valid for completion of entire work as mentioned in TOR.
- d. For any external / internal experts as and when required for tackling any technical / environmental / financial / legal matters, the same have to be arranged by consultant at no extra cost.
- e. No escalation on any account will be payable on the above amounts during the entire contract period.

- f. All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws.

8.2 Terms of Payment:

The payment will be released within one month after receiving the bill in following stages payments:

Stages of Payment

- a) 10% on one month after start of supervision work.
- b) 20% on the three months after start of supervision work.
- c) 20% on the six months after start of supervision work.
- d) 20% on the eight months after start of supervision work.
- e) 20% on the ten months after start of supervision work.
- f) 10% on completion of project i.e. till delivery of the vessels at Kolkata

If the work exceeds beyond 12 months, a pro rata charge basis of quoted amount will be applicable for maximum another three months. No payment shall be made beyond this period. In case the period of supervision decrease, the pro-rata charges will be reduced accordingly. The fee is exclusive of service tax which will be paid at actual on submission of proof.

SECTION-VII: STANDARD FORM OF CONTRACT

1. Conditions of Contract

- 1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1 **“Employer”** means the Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and ToR of the contract.
- 1.1.2 **“Principal/Owner”** refers to Inland Water Employer of India (IWAI)
- 1.1.3 **“Consultant”** means any entity or person or association of person who provides the Services to the Employer under the Contract.
- 1.1.4 **“Contract/Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexures/Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Consultancy Agreement" are interchangeable.
- 1.1.5 **“Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial Bids.
- 1.1.6 **“NIT”** means the notice inviting e-tender that is being sent by the Employer to the bidders.
- 1.1.7 **“TIA”** means the Tender Inviting Authority
- 1.1.8 **“Assignment/Job”** means the work/services to be performed / provided by the Consultant pursuant to this Contract.
- 1.1.9 **“GC”** 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 they may be issued and in force from time to time.
- 1.1.12 **“Approved”** means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.
- 1.1.13 The word “tender” is synonymous with “bid”, and “Tenderer” with “Bidder”
- 1.1.14 **“Employer’s Representative(s)”** means the Representative(s) appointed by the Employer.
- 1.1.15 **“Bidder”** means a private company/public company/partnership constituted under the relevant laws and who applies for this Consultancy Tender.
- 1.1.16 **“INR”**, Re. or Rs. means Indian Rupees.

- 1.1.17 “**Key Personnel**” means professionals staff provided by the Consultant
- 1.1.18 “**Party**” means the Employer or the Consultant, as the case may be, and Parties means both of them.
- 1.1.19 “**Support Personnel**” means the staffs that support the Key Personnel.
- 1.1.20 “**Third Party**” means any person or entity representing other than the Employer, the Consultant
- 1.1.21 “**Bid**” means the Technical and Financial Bids as mentioned under this tender.
- 1.1.22 “**Terms of Reference**” (ToR) means the document included as under Section V which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment/job.
- 1.1.23 “**Contract sum**” means the agreed and accepted Consultancy Fee as per the Letter of Award (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 1.1.24 “**Chairperson/Chairman**” means Chairperson/Chairman of Inland Waterways Employer of India.
- 1.1.25 “**Director (M)**” means the Director (M), IWAI deputed for the marine projects under Employer.
- 1.1.26 “**Work Order**” means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- 1.1.27 “**Day**” means a calendar day beginning and ending at mid-night.
- 1.1.28 “**Week**” means seven consecutive calendar days
- 1.1.29 “**Month**” means the one Calendar month.
- 1.1.30 “**Consultancy Services**” means Consultancy Services/Works to be executed in accordance with the contract.

1.2 **Marginal Headings:**

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

1.3 **Interpretation**

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neuter and the other way around, Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority.
- i. Agreement

- ii. Letter of Acceptance, Notice to proceed with the work.
 - iii. Consultant's Bid.
 - iv. Conditions of Contract.
 - v. Activity schedule and
 - vi. Any other document listed in the contract data as forming part of the contract
- c) These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.

d) **(i) PARTIES:**

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 Chairman on behalf of Employer may, without prejudice to any other right or remedy of The Employer, cancel/terminate the contract.

(i) **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,

Hydrographic Chief
Inland Waterways Authority of India
A - 13, Sector – 1,
Noida - 201301
Tel: (0120) 2527667, 2522969 Fax (0120) 2522969
Website: www.iwai.nic.in Mob: 09810777248

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

Any communication or notice on behalf of The Employer, in relation to the contract may be issued to the consultant by The Employer, and such communications and notices may be served on the consultant either by fax or e-mail 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 CHAIRMAN:**

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

1.4 CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:

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

- i) Consultants are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, liaising for delivering the desired result.
- iii) The successful consultant will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial) within 28 days from the date of issue of LOA. Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the consultant.
- iv) The acceptance of tender shall rest with the IWAI. The IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- v) The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the Employer.
- vi) Any breach of conditions of contract shall be brought to the notice of the consultant and he shall be given an opportunity to explain the fact, but the IWAI has right to withdraw in full or part of the work of the consultant. In such event, payment shall be made in proportion to the extent of service rendered by the consultant till such time.
- vii) The consultant shall insure all their personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- viii) The rate quoted by the consultant will remain valid for 120 days from the date of the opening of the financial bid.
- xi) Suitable extension of consultancy period may be granted by IWAI only for reasons eligible for consideration. 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 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, accommodation, TA/DA of their personnel assigned to this consultancy work, visiting IWAI offices/ offices of the classification society, statutory Authorities, stake holders including State/Central Govt. Dept. as may be required in connection with this consultancy work, attending discussions/ meeting/ presentations etc. with concerned authorities.
- xvi) 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 made to Consultant up to the stage of services then completed. 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 (letter of award). The consultant shall carry out supervision and proof checking works in all respect as per the ToR.

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. However, any such variation shall not result in a change in the agreed total consultancy fee or substantial changes to the TOR.

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, not (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

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 payments to the consultants hereunder if the consultant fails to perform any of its obligations under this contract, including the 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 **Termination**

2.6.1 **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.

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

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

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

2.6.3 **Cessation of services:** Upon termination of this contract by notice pursuant to clauses 2.6 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.

2.6.4 **Payment upon termination:** Upon termination of this contract pursuant to clauses 2.6.1 hereof, the Employer shall make the following payments to the consultant:

- a) If the contract is terminated pursuant to clause 2.6.1, sub clauses (a) to (e), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:
 - i. The amount of performance security:
 - ii. Advance payments, if any, received by the consultant up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law and
However, if the contract is terminated under sub-clause (g) 2.6.1 at the sole discretion of the employer, the amount payable to the consultant shall be for services satisfactorily performed prior to the effective date of termination, less advance payments, of any, received by the consultant up to date of the issue of the termination notice, less other recoveries due in terms of the contract, less taxes to be deducted at source in accordance with applicable law. The agreed stages of payment at clause 5 shall be guiding factors for deciding the completion stage of the assignment.

2.6.5 **Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.6.1 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.

3. Obligations of the Consultant

3.1 General

3.1.1 **Standard of performance:** The consultant shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer and shall at all times support and safeguard the Employers legitimate interested 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 not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the consultant shall promptly disclose the same to the Employer and seek its instructions.

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

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

- 3.6 **Consultant's Actions Requiring Employers Prior Approval:** The consultant shall obtain the Employer 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 the him under this contract shall become ad remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The consultant may retain a copy of such documents with approval of Employer and shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the consultant and third parties for purposes 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 furnish the available project details / reports to Bidder at the time of work execution only for taking reference.
- 4.2 IWAI shall provide only the available details / data and balance shall be managed by the Bidder. IWAI will introduce/ authorize the Bidder, if required, to collect data/ information within the quoted price from Statutory / Non-Statutory Bodies. Non availability of the required inputs from IWAI shall not be an excuse for any non-performance.

5. Performance Guarantee

- 5.1 The successful bidders' EMD will be converted in to Performance guarantee. The bidder shall deposit rest amount equal to 8% of the awarded value of the work as performance guarantee (PG) by RTGS.
- 5.2 The 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.
- 5.3 No interest will be paid on performance guarantee.
- 5.4 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 performance guarantee 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 shall be obtained from Engineer-in-charge of the project, the IWAI shall refund the performance guarantee 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.
- 5.5 In case of delay in the progress of work, the employer shall issue to the consultant a memo 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 memo and 10 days from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the performance guarantee 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.

6. Payment Terms

- 6.1 (a) No advance payment shall be made:
(a) Payment terms shall be as mentioned in Clause 8.2 of Section VI, Terms of Reference (ToR) of this tender document.

6.2 Mode of Payment:

Invoices complete in all respects is to be raised by the Bidder to 'Hydrographic Chief, 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 (Format for details/data to be furnished by the bidder is enclosed) within 30 (Thirty) Days from the date of receipt of the invoice at IWAI's Head Office at Noida.

7. Arbitration

In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not to settled within thirty

days, shall be referred to the sole arbitration of a person so nominated as per Indian Arbitration Act, IWAI and such arbitrator shall have the right to extend the period of arbitration proceedings with the consent of the parties. The venue of the arbitration shall be Noida. Arbitration proceeding shall proceed as per prevailing arbitration act and rules. In view of the arbitration proceedings, the work under the agreement should not be suspended.

8. Defect liability period

The Consultant, if called upon by the Employer shall inspect the critical works during the Defect Liability period of the Contractor.

9. Laws Governing the Contract

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

10. Professional Liability

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

10.1.1 For any indirect or consequential loss or damage; and

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

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

11. Miscellaneous Provisions

- i. The consultant notifies the employer of any material change in their status, in particular, where such change would impact or performance of obligations under this contract.
- ii. The consultant shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- iii. The consultant shall at all-time indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- iv. The consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the

- Consultant's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the consultant.
- v. The consultant shall at all times indemnify and keep indemnified the employer against and all claims by employees, workman, consultants, sub-consultants, suppliers, agent (s), employer engaged or otherwise working for the consultant, in respect of wages, salaries, remuneration, compensation or the like.
 - vi. All claims regarding indemnity shall survive the termination or expiry of the contract.
 - vii. It is acknowledged and agreed by the parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their Employer.

**To be signed by the bidders' and the same is to be signed by Authorized Signatory/
competent Employer on behalf of IWAI.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 2017

BETWEEN

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

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

AND

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Consultant” and which expression shall unless repugnant to the meaning or context
hereof include its successors and permitted assigns)

Preamble

WHEREAS the Employer has floated the Tender (NIT No.: IWAI/)
(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down
organizational procedure, contract for Consultancy Services for Specification Survey and
Construction supervision of Construction of two self – propelled cargo vessels for operation
in indo – Bangladesh protocol route and NW-2.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Employer commits itself to take all measures necessary to prevent corruption and
to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family
members, will in connection with the Tender, or the execution of the Contract,
demand, take a promise for or accept, for self or third person, any material or
immaterial benefit which the person is not legally entitled to.
 - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and
reason. The Employer will, in particular, before and during the Tender process,
provide to all Bidder(s) the same information and will not provide to any Bidder(s)
confidential / additional information through which the Bidder(s) could obtain an
advantage in relation to the Tender process or the Contract execution.

- (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the consultant shall have powers to disqualify the Bidder(s)/Consultant(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Consultant.
3. Criminal Liability: If the Employer obtains knowledge of conduct of a bidder or Consultant, or of an employee or a representative or an associate of a bidder or Consultant which constitutes corruption within the meaning of IPC Act, or if the

Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Consultants

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant 12 months after the completion of work under the contract. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Employer.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Employer, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)
2.
(signature, name and address)

Place:

Date :

SECTION-VIII: ANNEXES

ANNEX - I:

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 Specification Survey and Construction supervision of Construction of two self – propelled cargo vessels and two units of Tug-Barge Flotilla for operation in indo – Bangladesh protocol route and NW-2**, on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Consultant**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Consultant to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

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

said **Consultant** and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.

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

Dated the of 2016
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 - II:
AGREEMENT FORM

Consultancy Services for Specification Survey and Construction supervision of Construction of two self – propelled cargo vessels and two units of Tug-Barge Flotilla for operation in indo – Bangladesh protocol route and NW-2

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONSULTING FIRM

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

WHEREAS IWAI is desirous of giving Consultancy Services for Specification Survey and Construction supervision of Construction of two self – propelled cargo vessels for operation in indo – Bangladesh protocol route and NW-2 as per the work Order No.datedin accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

WHEREAS THE CONSULTANTING FIRM has agreed to undertake Consultancy Services for Specification Survey and Construction supervision of Construction of two self – propelled cargo vessels for operation in indo – Bangladesh protocol route and NW-2 on Terms and Conditions herein after set forth.

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

The Consultant shall undertake the **Consultancy Services for Specification Survey and Construction supervision of Construction of two self – propelled cargo vessels for operation in indo – Bangladesh protocol route and NW-2** as per the work Order No.datedin accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

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

- a) Notice inviting Tender

- b) Form of Tender
- c) Standard Form of contact
- d) Summary of Cost (BoQ)
- e) Agreement form
- f) Technical Bid.
- g) Addendums/Corrigendums
- h) Minutes of Pre-bid Meeting
- i) All Correspondence
- j)
- k)
- l)
- m)

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

Witnesses, IWAI

- 1)
- 2)

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

Witnesses of Consultant

- 1)
- 2)

ANNEX -III:
DETAILS OF BANK ACCOUNT

**FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM
(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)**

NAME OF THE PROJECT: _____

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

Bank Account Number : _____
RTGS/NEFT/IFSC CODE : _____
NAME OF THE BANK : _____
ADDRESS OF THE BRANCH : _____
OF THE BANK : _____
BRANCH CODE : _____
ACCOUNT TYPE : _____
(SAVING/CURRENT/OTHERS) : _____
A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory
Name & Designation

Date:

Place

ANNEX-IV:
BANK CERTIFICATION

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

Authorized Signatory
Authorization

Date:

No. _____

Name: _____

Official Seal/Stamp

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

To,

Date:

The Director (M)
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 Specification Survey and Construction supervision of Construction of two self – propelled cargo vessels and two units of Tug-Barge Flotilla for operation in indo – Bangladesh protocol route and NW-2.

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/appas> 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/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)