



TENDER DOCUMENT

**PREPARATION OF DETAILED ENGINEERING REPORT (DER)
INCLUDING DETAILED ENGINEERING DESIGN & DRAWING OF
BRIDGES**

FOR

**EXISTING BRIDGES WHICH NEEDS MODIFICATION/RE-
CONSTRUCTION ON NATIONAL WATERWAY-5 IN ODISHA**

Tender no. **IWAI/NW-5/63/2017**

Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

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

Tel: 0120-2530058/2543994 Faxes 0120-2543982/2543973

E-mail: mtr.iwai@nic.in, aselvakumar.iwai@nic.in

Web site: www.iwai.nic.in /

www.iwai.gov.in, <http://eprocure.gov.in/eprocure/app>

[July, 2017]

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NOTICE INVITING E-TENDER
(for publishing in Newspaper)



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Tel: 0120-2530058/2543994 Faxes
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Tender no. IWAI/NW-5/63/2017

IWAI invites tender in 2 cover system from experienced agencies of India and abroad for preparation of detailed engineering report (DER) including detailed engineering design & drawing of bridges for the existing bridges which needs modification/re-construction on National Waterway-5 in Odisha. Cost of tender document is Rs. 5000/-. EMD for the work is Rs. 6.00 lakhs. Bid download starts date: 28-07-17 at 1400 hrs (IST). Last date for submission of bids: 24-08-17 upto 1500 hrs (IST). For tender document & detailed eligibility criteria can be downloaded from IWAI website: www.iwai.nic.in & portal: <http://eprocure.gov.in/eprocure/app>.

Member (Traffic)



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Tender no. **IWAI/NW-5/63/2017**

IWAI invites tenders/ bids in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced agencies of India and abroad for "Preparation of Detailed Engineering Report (DER) including detailed engineering design & drawing of bridges for the existing bridges which needs modification/re-construction, on National Waterway-5 in Odisha".

(i) The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>

(ii) Estimated cost of work: **Rs. 3.00 crore** (including GST).

(iii) Date of uploading of tender document on website of **28-07-2017**.

(iv) Pre-bid Meeting: **10.08.2017** at 11:30 hrs. (IWAI, A-13, Sector-1 Noida)

Note: Minutes of the pre-bid meeting will be uploaded on IWAI website which will be treated as a part of the tender document. All prospective bidders are requested to attend the pre-bid meeting and give their views on the tender documents.

(v) Likely date of issue of pre-bid meeting minutes: **17-08-2017**.

(vi) Bid Submission start date: **19-08-2017 at 1400 hrs.**

(vii) Bid Closing/Document Download End Date & Time: **24-08-2017 at 1500 hrs.**

(viii) Bid Opening Date & Time: **25-08-2017 at 1500 hrs.**

(ix) Cost of Tender Document (Tender Fee): Rs. 5000/-. The tender document can be downloaded from IWAI website at www.iwai.nic.in / www.iwai.gov.in and CPP Portal Website <https://eprocure.gov.in/eprocure/app>. The cost of tender document should be submitted before closing date and time of

submission of bid through RTGS in the following account and branch in favour of

The Chief Manager	}	Account no. - 90622150000086
Syndicate Bank		IFSC Code- SYNB0009062
Transport Bhawan		MICR Code- 110025077
New Delhi- 110001		

Bid without tender cost will be treated as non-responsive/rejected.

- (x) Earnest Money Deposit (EMD): **Rs 6,00,000/-** [EMD needs to be deposited either in full through RTGS or 50% through RTGS, and remaining 50% in form of Bank Guarantee of any scheduled bank of India having validity for six months or more from the last date of receipt of bids. Documentary proof of EMD needs to be scanned and uploaded by the intending bidder. The RTGS for EMD should be deposited to the following account:

The Chief Manager,	}	Account no. - 513202050000007
Union Bank of India,		IFSC Code- UBIN0551325
Sector-15, Naya Bans,		MICR Code- 110026055
Noida- 201301		

- (xi) The original instruments (original BG and /or documentary proof of RTGS made) of Earnest Money mentioned above should be submitted to the Tender Inviting Authority, before the closing date and time of submission (in the CPP Portal) of bid. In case the bidder fails to submit the original instruments in hard to the Tender Inviting Authority before the closing date and time of submission of bid, then the bid may be treated as non-responsive/rejected.
- (xii) Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed in each page for agreeing the same. A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.
- (xiii) The complete bid as per the tender documents should be submitted online by **24-08-2017 at 1500 hrs** and will be opened online on next day at **25-08-2017 at 1500 hrs**.
- (xiv) 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.

Member (Traffic)

2. INSTRUCTIONS TO THE CONSULTANT (ITC):

2.1 Definitions:

- 2.1.1** “Employer” means the Chairperson, IWAI 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.
- 2.1.2** “Consultant” means any entity or person or association of person who provides the Services to the Employer under the Contract. Joint Venture companies are not covered by this term.
- 2.1.3** “Contract” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Consultant together within the documents referred to therein including all the attached documents listed in the tender documents and Annex/Appendices.
- 2.1.4** “Person” means and includes any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability partnership, Government Instrumentality or trust or any other entity or organization.
- 2.1.5** “Proposal” means the Technical and Financial Proposals as mentioned under this tender.
- 2.1.6** “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract i.e. “Preparation of Detailed Engineering Report (DER) including detailed engineering design & drawing of bridges for the existing bridges which needs modification/reconstruction, on National Waterway-5 in Odisha”.
- 2.1.7** “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any specific and specialized part of the Assignment/job with prior approval of Employer. Sub-Consultant/sub-contractor is not allowed for this consultancy work.
- 2.1.8** “Terms of Reference” (TOR) means the document included as hereunder which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment/job.
- 2.1.9** “FEED” means Front End Engineering Design.
- 2.1.10** “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.

- 2.1.11** “Engineer-In-Charge (EIC)” means the Engineer officer authorized to direct supervise and is In-charge of the works for this contract who shall supervise and oversee the work.
- 2.1.12** “Engineer-in-charge’s representative” means any officer nominated by the Engineer-in-charge for day to day supervision and coordination for facilitating completion of the assignment as per the Contract.
- 2.1.13** “Chairperson/Chairman” means Chairperson/Chairman of Inland Waterways Authority of India.
- 2.1.14** “Member (Technical)” means Member (Technical) of Inland Waterways Authority of India.
- 2.1.15** “Member (Traffic)” means Member (Traffic) of Inland Waterways Authority of India.
- 2.1.16** “Chief Engineer (Civil)” means the Chief Engineer, Civil of the Authority.
- 2.1.17** “Director” means the Director of the Authority, as the case may be.
- 2.1.18** “Deputy Director” means the Deputy Director of the Authority.
- 2.1.19** “Assistant Director” means the Assistant Director of the Authority, as the case may be.
- 2.1.20** “Senior Hydrographic Surveyor” means the Senior Hydrographic Surveyor of the Authority, as the case may be.
- 2.1.21** “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.
- 2.1.22** “Day” means a calendar day beginning and ending at mid-night.
- 2.1.23** “Week” means seven consecutive calendar days
- 2.1.24** “Month” means the one Calendar month.
- 2.1.25** “Site” means the weir / barrage site, existing embankments or proposed embankments site, terminal site and / or other places through which the works are to be executed.
- 2.1.26** “Vessel” means the vessel/craft belonging to the Consultant/Employer for carrying out the work.
- 2.1.27** “Consultancy Services” means Consultancy Services/Works to be executed in accordance with the contract.
- 2.1.28** Words imparting the singular only shall also include the plural and vice-versa; he includes she and vice-versa unless this is repugnant to the context.

2.1.29 “EPC” contract means Engineering, Procurement and Construction contract.

2.1.30 “PMC” means Project Management Consultancy.

2.1.31 Joint Ventures: Not allowed for this Consultancy.

2.3 Instruction to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement
<https://eprocure.gov.in/eprocure/app> .

2.3.1 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.

2.3.2 Bidder should do the enrolment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email ID. All the correspondence shall be made directly with the contractors/bidders through email ID provided.

2.3.3 Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.

2.3.4 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/code/e-Mudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, should be registered.

2.3.5 The DSC that is registered only should be used by the bidder and should ensure safety of the same.

2.3.6 Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

2.3.7 After downloading / getting the tender document/schedules, the Bidder should go through the same carefully and then submit the documents as asked for.

2.3.8 In case clarifications are required, these may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

2.3.9 Bidder then logs in to 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 eToken/SmartCard to access DSC.

- 2.3.10** Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favorites' folder.
- 2.3.11** From the 'my favorites' folder, he selects the tender to view all the details indicated.
- 2.3.12** 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 for, otherwise, the bid will be rejected.
- 2.3.13** 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 pdf/xls/rar/jpg formats.
- 2.3.14** If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders 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.
- 2.3.15** In case clarifications are required, these may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 2.3.16** 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 send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 2.3.17** Bidder should submit the Tender Fee and EMD as specified in the NIT /tender. A part of earnest money is acceptable in the form of Bank Guarantee also. In such cases, 50% of Earnest Money will have to be deposited through RTGS in the account specified above in the NIT and balance can be accepted in form of Bank Guarantee issued by a Scheduled Bank as per the format provided in the tender. In case of foreign bidders/Authorized Agents, EMD is to be submitted for 100 % by BG through their National Bank duly endorsed by the State Bank of India.
- 2.3.18** The Original BG and documentary proof of RTGS for EMD & tender fee, should be received by the Tender Inviting Authority before the due date and time of submission (in the CPP Portal) of bid as mentioned in the tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.

- 2.3.19** While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 2.3.20** The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 2.3.21** 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.
- 2.3.22** 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 General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 2.3.23** 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 rejected.
- 2.3.24** 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.
- 2.3.25** 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 submission of bids online by the bidders at the eleventh hour.
- 2.3.26** 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.
- 2.3.27** The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 2.3.28** 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 this time during bid submission.

- 2.3.29** 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.
- 2.3.30** 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 openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.3.31** 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.
- 2.3.32** 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.
- 2.3.32** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- 2.3.33** 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.

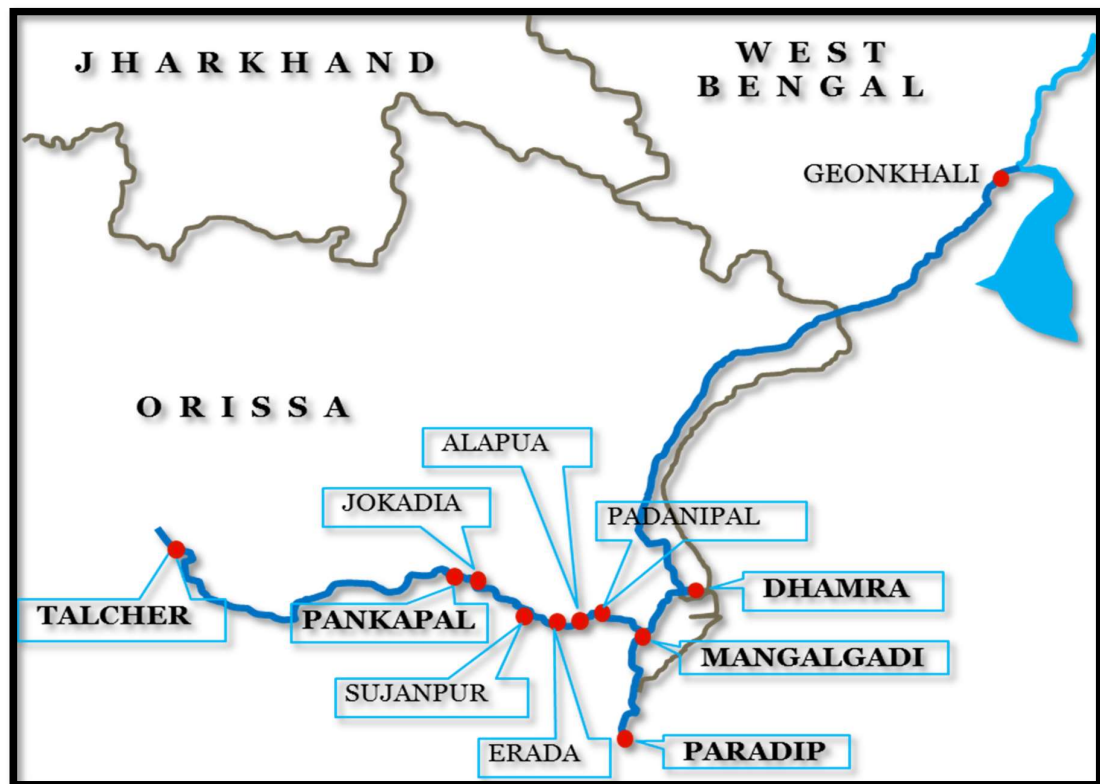
3. Terms of Reference:

Preparation of Detailed Engineering Report (DER) including Detailed Engineering design & drawing of bridges of the bridges which needs to be re-constructed.

3.1 Introduction

3.1.1 Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Govt. of India. IWAI was set up in 1986 with a mandate to develop and regulate the inland waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). In April 2016, Government of India has declared 106 new National Waterways in addition to the existing five National Waterways.

3.1.2 National Waterway-5 was notified on 25th November, 2008 after enactment of NW Act. NW – 5 comprises of rivers of Brahmani, Kharsua, Kani, Matai & Mahanadi delta & East coast canal. It is spread over the states of Odisha and West Bengal (497 km in Odisha & 91 km in West Bengal). Once ready NW-5 will provide connectivity between Paradip/Dhamra Ports and Kalinganagar Industrial cluster (Pankapal) in Phase-1 and Mahanadi Coal Field Ltd. (Talcher) in Phase-2.



The detail of the 588 kms stretches is as follows:

Talcher to Pankopal	131 Km
Pankopal to Mangalgadi	106 Km
Mangalgadi to Dhamra	28 Km
Mangalgadi to Paradip	67 Km
Dhamra to Charbatia	39 Km
<u>Charbatia to Geonkhali</u>	<u>217 Km</u>
Total	588 Km

3.2 Background

3.2.1 The development of NW-5 is proposed in following phases:

Description	Parameters
Total Length	588 km
Phase 1 Development	Pankopal to Dhamra & Paradip (201 km)
Phase 2 Development	Talcher to Pankopal
Phase 3 Development	Geonkhali to Charbatia & Dhamra

In the Phase-1 development, dredging between Erada and Padanipal has already commenced. Also, for preparation of DPR for construction of Weirs / Barrages with Navigational locks a consultant has been engaged.

NW – 5 has been classified as Class-III waterways which needs a clear horizontal clearance of 50 m and a vertical clearance of 6 m above HFL over all spans of cross structures such as bridges, power lines etc. Over a period of time many cross-structures have been built over NW-5 with lesser horizontal and/or vertical clearances resulting in Navigational Hazards for Barges to ply.

Therefore, IWAI is keen to take services of a consultant to prepare a DER, Detail Engineering Design & Drawing after undertaking survey of cross structures, propose solution for providing specified vertical and horizontal clearances thereon & prepare implementation plan for each of the individual bridges between Paradip/Dhamra to Pankopal stretch of NW-5.

Annexe-IX contains list of Bridges in detail which are Navigational constraint along NW-5. The consultant will validate the list and append any missing bridge/cross-structure (excluding Railway bridges) which is not listed.

3.3 Objective of the Assignment

The consultant shall prepare a field inspection schedule and submit it to IWAI within ten (10) working days after receipt of Letter of Award (LOA) from IWAI to proceed with the work. The schedule will include the

structure number, name, location, date of construction, date of field inspection, etc.

3.3.1 The Consultant will survey for identification of bridges (excluding railway bridges) on a stretch of 201 kms from Dhamra/Paradip to Pankapal.

3.3.2 The consultant will check the horizontal and vertical clearances as per the Gazette published vide January, 2007 for Classification of Inland Waterways with reference to respective vertical and horizontal clearances under the cross structures. This information is to be provided in the inception report.

3.3.3 The consultant will propose solutions for modifications/changes or re-construction required to provide respective horizontal and vertical clearances under the bridges/cross structures along the National Waterway-5 as per Class III and Class IV classification of Inland Waterways of above mentioned Gazette and any amendments thereafter, for unconstrained navigability of barges along the NW-5.

3.3.3 The consultant will prepare an implementation plan, engineering design & drawings, cost estimate, BOQ separately and tender document for each structure so as to enable IWAI to provide clearance in all the spans of each cross structure in consultation with concerned owner department of each of the cross structure.

3.4 Scope of Work

The detailed scope of work is broadly distributed under the following:

3.4.1 Survey and Proposed Solution

- (a)** The Consultant will review all relevant earlier reports.
- (b)** The consultant will prepare a detailed inventory list of all existing/under construction/planned bridges along with their horizontal (clear horizontal clearance between the Piers) and vertical (above NHFL) clearances, as defined in the above-mentioned Gazette and any amendments thereafter. In this regard, the Consultant should contact and consult with State/Central Govt. authorities concerned, to ascertain and collect the survey reports of existing bridges, sub-surfaces, Hydrographic survey charts/data of 20 years, geotechnical data, hydraulic data, as-built drawings etc.
- (c)**
 - (i)** The consultant shall review the survey reports mentioned above as per the inventory and identify the bridges (excluding Railway bridges) which needs modification/changes or re-construction in part/full or repaired in part/full for Class-III & Class-IV waterway as per the Classification of Inland Waterways Act (above mentioned Gazette).
 - (ii)** The consultant will review the existing and proposed designs, drawings, BOQ provisions and specifications, details of

existing/proposed clearances (both vertical and horizontal) with respect to actual site conditions for the existing and planned/proposed bridges, respectively.

- (d) (i)** The consultant will undertake detailed field survey, site investigations including topographic survey, geotechnical investigation and other such investigations which may be required for sound technical design for the modification/reconstruction of the existing bridges and its foundations, which is recommended by the consultant for modification/changes/re-construction.
- (ii)** Collect information about hydrology e.g. catchment characteristics, rainfall, stream/channel characteristics, HFL/LFL/NHFL, design discharge, linear waterway, scour depth etc.
- (iii)** Soundings (depths with respect to LWL) for each bridge and soundings at each pier and abutment.
- (iv)** The Consultant will collect information related to survey, design, drawing, status of work etc. along with the details of the agency owning/constructing the project in view of any new construction of bridges which are under construction/planned/awarded.
- (e) (i)** The consultant will assess the following:
- Condition of the cross-structure and approaches, current traffic and future traffic potential.
 - Geometry of bridges and their general arrangement including span length, width, depth etc.
 - Any modification done in past to any bridges, cross drainage, other utilities, etc.
 - Deck Structure – deck system like Concrete slab, steel girders; Superstructure – Structural Concrete work, structural steel work; Substructure – Abutments, concrete pedestals,
 - Minimum vertical clearances from NHFL to lower most part of the deck in all the spans and horizontal clearances.
 - Slope and Bank condition.
 - Any other additional items.
- (ii)** Review the existing documentation and proposed advance actions, including securing of all statutory clearances and permits or handing over of site, and advise on issuing the notice to set the Commencement Date;
- (f)** The system of control of quality of materials and completed works shall also include sampling methods and criteria and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant IRC and MoSRT/IS publications (as applicable) and international practices;
- (g)** The Consultant shall submit evident proof to depict the condition, change/modification required.

- (h)** should be the most feasible solution proposed in consultation and due approval of the respective authorities concerned.
- (i)** **(i)** In case, any modification/re-construction of bridge is proposed, the consultant will prepare a detailed layout plan along with detailed design & drawings, technical specifications and bill of quantities (BOQ) & cost estimates for internal road, drainage, and other utilities for executing the work in engineering, procurement and construction (EPC) mode, for providing specified vertical and horizontal clearances under the bridges for round the year unrestricted navigation in view of Class-III & Class-IV inland waterway as mentioned above for each bridge separately. The departments concerned of Govt. of Odisha i.e. WRD, PWD, RD, Railways, NH etc. are to be adequately consulted during the work and the design & drawings are to be vetted by authorities concerned, prior to finalization.
 - (ii)** The Consultant shall give recommendations with its estimated costs for modification/changes or re-construction of bridges and prepare a detailed Bill of Quantity, separately for each bridge.
 - (iii)** Prepare Detailed Design for modifications and state of art drawings prepared using CAD.
- (j)** Detailed presentation of DER at IWAI as well as at Ministry of Shipping, Govt. of Odisha and other Central / State Government Authorities which become necessary for acceptance and processing of DER from time to time. The consultant will discuss the feasible solution with IWAI and take their approval before preparing detailed design.

3.4.2 Implementation Plan

The Consultant shall prepare a detailed implementation plan covering the following aspects:

- (a)** Consultant shall prepare a detailed work methodology to repair/widen/demolish the identified bridges.
- (b)** Prepare a detailed diversion plan to accommodate the traffic during the modification or construction works.
- (c)** Assess the land requirement and land availability for executing the diversion plan and also assess the cost involved for temporary acquisition of the land.
- (d)** Consultant shall develop a Quality Assurance plan to ensure the works are done with desired quality.
- (e)** Consultant shall develop a Safety Management plan to ensure safety at works site.
- (f)** Consultant shall provide necessary supervision support during the implementation phase.

3.5 Key Experts requirement and Qualification

3.5.1 It is expected that for carrying out this assignment the consultant would engage the services of following professionals. The key experts are required to be supported by required no. of support staff. Eligibility criteria, roles and responsibility of the key personnel are as follows:

S. No.	Key Expert	Minimum Qualification	Experience
(i)	Team Leader	B.E. / B. Tech in Civil Engineering or M.E./M. Tech with any specialization from Civil Engineering.	20 Years including 05 years as Chief Engineer / Head of the department.
(ii)	Structural Engineer	B.E. / B. Tech (Civil) or M.E./M. Tech (Structure) with Specialization in designing of marine structures.	15 years including 5 years in execution of Road/ Highway works and marine/river/ inland navigation structures.
(iii)	Bridge Engineer	B.E. / B. Tech (Civil) and M.E./M. Tech (Structure) with Specialization in designing of Bridges.	15 years including 5 years in designing of bridges preferably marine/river bridges.
(iv)	Hydrologist	B.E. / B. Tech (Civil), M.E./ M. Tech/MSc. (Hydrology) with Specialization in Hydrology and water management.	15 years in the study & investigation for hydrological issues for the execution of hydraulic structures in river / canal/coastal.
(v)	Geotechnical Engineer	B.E. /B. Tech (Civil) or M.E./ M.Tech(Geotechnical Engineering)	10 years of experience in related field
(vi)	Hydrographic Surveyor	Bachelor's/Master's degree in Hydrography.	10 years of experience in related field.
(vii)	Survey Engineer	B.E. /B. Tech (Civil)	10 years of experience in survey

The above list is indicative and the Consultant is free to reduce/exceed the number of experts and deployed adequate number of supporting staff as deemed fit for preparing a quality DER as per TOR within the specified time frame.

3.5.2 Replacement of Key Experts:

- (i) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- (ii) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

3.6 TIME SCHEDULE/SUBMISSION OF REPORTS:

3.6.1 The total period of completion of this assignment would be 8 months from the date of signing of the Contract by IWAI and the selected consultant. The time of completion of various sub-stages of the assignment will be as given as:

S. No	Activity	Time (in months reckoned from the date of signing of Contract)
(i)	Submission of Inception Report after review of available studies data, site visits, reconnaissance survey, discussions with all authorities concerned and indicating conceptual design criteria and basic design considerations and assumptions (if any) and presentation thereof and with proposed methodology. (3 copies)	1 month
(ii)	Submission of Interim Report giving status of survey, geo-technical investigations, assessment of existing bridges and proposed modifications to meet requirement of navigations.	3 months
(iii)	Submission of first Draft Detailed Engineering Report (DER) with feasible options including survey data, field data collection, hydrological & hydrographic data, geotechnical investigation etc. along with proposed modifications/changes/re-construction designs, drawings, technical specifications, BOQ with indicative/block costs, implementation plan for proposed re-construction of bridge, safety management plan, quality assurance plan etc. (5 copies) and presentation of draft report.	6 months
(iv)	Submission of Final Detailed Engineering Report (10 copies) including detailed implementation plan after incorporating comments of IWAI on draft DER documents.	8 months

3.6.2 If at any stage mentioned above, the Consultant apprehends delay in the submission of any stage report, they shall at least a fortnight in advance, seek time extension on sufficient grounds, for the reasons beyond the control of the consultant, which would be without any additional financial implications to the Employer. If the delay is caused beyond the extended period if any, or if the progress/services are unsatisfactory the Employer shall have the right to terminate the contract and be entitled to employ and pay other agencies/consultants (new) to carry out the work at the risk and cost of original consultant and all expenses consequent

thereon or incidental thereto shall be recoverable from the consultants by the Employer and will be deducted from any dues or which may become due to the consultants.

3.7 Payment Terms

3.7.1 The payment will be made on submission and acceptance of report by IWAI as per the table below:

Sr. No.	Reports to be delivered	Payment
1.	Preliminary / Inception report	15%
2.	Interim Report	20%
3.	Draft DER including Feasible Options	35%
4.	Final DER including feasible options and Implementation Plan.	30%

3.7.2 Total Contract Price shall be firm and fixed **including GST** during the period of the contract.

3.7.3 All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.

3.8 INFORMATION TO BE SUPPLIED TO THE CONSULTANTS:

3.8.1 On request by the Consultant, the Employer shall provide the details of hydrographic survey data and studies, if any conducted by the Employer in past.

3.8.2 The consultant shall ascertain the availability of such details with the concerned persons in India or the State Govt. of Odisha before submitting their bid.

3.8.3 Consultant shall warrant that information furnished to them by the Employer/State Govt. shall be treated as secret and shall be used only for the propose for which such information was intended and shall not disclose it to any other party without the prior approval of Employer.

3.8.4 Original data should be returned to Employer on completion of the work.

4. ELIGIBLE BIDDERS

4.1 This Invitation for Bids is open to all bidders except bidders with Joint Venture / Consortium. Any material, equipment and services to be used in the performance of the Contract shall have their origin in the eligible sources. The applicant should be a private or an individual legal entity.

4.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with Section-19.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to

have a conflict of interest with one or more parties in this bidding process, if:

- a) they have a controlling partner in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Employer in more than one bid; or
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

4.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) evidence of confirmed record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. SUBMISSION OF TENDER:

The consultant is required to submit their tender in two parts as given below:

5.1 The consultant shall submit the technical bid keeping in view the scope of work listed in the TOR and indicate the consultant's approach for completing the work in time giving the details such as work programme, deployment of technical personal and staff with their qualification, status etc. be used for the consultancy work. The technical proposal would cover, inter-alia, the following.

- a) Brief profile of the Company with details such as composition/ownership/shareholding pattern, key officials with documentary evidence, background of the organization with respect to

similar experience and brief description of projects undertaken (for the past 7 years) in the relevant field including scope of work and nature of consultancy services offered.

The details of work carried out may be furnished in Annex-I. Copies of completion certificate in case of completed studies and copies of substantial certificates in case of 80% completed but ongoing studies shall be submitted as proof of work experience. Details of relevant work experience furnished in Annex- I alongwith completion/substantial completion certificates will only be considered for evaluation.

- b)** Tender Fee and EMD as specified in Sl. No.- ix & x of NIT in page no.- 4 & 5, respectively.
- c)** Copy of Proof of eligibility or substantial completion certificate (as mentioned in Section 6.1) for providing consultancy for DPR preparation with PMC including proof checking, feasibility study etc. in the past seven years
 - (i)** One (01 no.) of similar** work costing not less than Rs. 2.40 Crs. or above, or
 - (ii)** Two (02 nos.) of similar** work costing not less than Rs. 1.50 Crs. each or above, or
 - (iii)** Three (03 nos.) of similar** work costing not less than Rs. 1.20 Crs. each or above,
- d)** A short write up on methodology to be adopted for the present project giving schematic plan, tentative diagrams & drawings and proposed approach and programme to carry out this assignment. (Submit with the Bar chart).
- e)** Details of the organizational set up with individual expertise for carrying out the subject study. List of key experts' (as per Annex-II) with complete CV's who would be associated with the present assignment with their specific scope of work. This should be supported by letters from those associates.
- f)** Copy of the Audited balance sheets clearly mentioning Annual Turnover, for the last 3 years.
- g)** Solvency certificate issued from the Bank for an amount not less than Rs. 1.20 crores (not older than three months).
- h)** Copy of PAN card and GST registration certificate.
- i)** Copy of registration with PF and ESI authorities.
- j)** Copy of Bank Account details for transaction through e-payment in format given at Annex-III.
- k)** A signed declaration stating that the tenderer/ bidder has not made any addition / deletion / change to any of the tender Sections and it is exactly as per the document available at www.iwai.nic.in or <http://eprocure.gov.in/eprocure/app> .
- l)** Copy of any other details which consultant may feel relevant.

It may please be noted that the technical proposal shall not contain any reference to the consultancy fee.

5.2 Part B - Financial Bid

Price Bid in excel format (BOQ_xxxx.xls) provided along with this tender shall be used for quoting prices/ offer.

- a)** This will contain consultancy fee to be charged for completing the work. The total fee shall be quoted as a lump-sum amount separately as under:
 - (i) Collection of data, topographical survey, geological and geotechnical investigations etc.
 - (ii) Preparation of DER and relevant documents etc. including cost towards man-hours with TA/DA.
- b)** While working out consultancy fees, following points should be noted.
 - (i) The consultants will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project for their site works, visiting various offices and other places for meetings, presentations and discussions.
 - (ii) Consultancy fees quoted would deem to have included all the incidental cost including cost of all the drawings, documents, reports etc. which would be required to be prepared by the consultants during the course of the assignment.

5.3 Submission of Bids

- a)** The Consultant shall submit a signed and complete Proposal comprising the documents and forms. The submission can be done only by online in the e-procurement website <https://eprocure.gov.in/eprocure/app>.
- b)** An authorized representative of the Consultant shall sign the original submission letters for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- c)** Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initials by the person signing the Proposal.

5.4 Validity of offer

The offer shall be valid for at least 180 days from the date of opening of technical bids.

6. ELIGIBILITY CRITERIA / EVALUATION OF BIDS:

6.1 Eligibility Criteria

- a)** The following criteria shall be adopted for assessing eligibility of the bidders:

The bidder should have completed the consultancy work(s) of DER preparation with PMC including proof checking, feasibility study etc. in the past 07 (Seven) years (*certificates of completion/ **substantial*** completion issued by the clients to be attached*) as per the following:

- i) one (01 no.) of similar** work costing not less than Rs 2.40 Crs. or above, or
- ii) two (02 nos.) of similar** works each costing not less than Rs 1.50 Crs. or above, or
- iii) three (03 nos.) of similar** works each costing not less than Rs 1.20 Crs. or above,

*** Substantial completion shall mean 80% or more works completed under the contract.**

**** Similar work means consultancy or PMC services for preparation of detail engineering reports for construction of bridges over rivers and canals for roadways including SH, NH etc.**

- b) Average annual financial turnover of the bidder should not be less than Rs. 3.00 crores during the last 3 consecutive financial years ending 31st March, 2017. Annual financial turnover certificate must be submitted with supporting documents certified by a Chartered Accountant. The year with no turn over would also be considered for working out the average.
- c) The bidder should submit all the documents/details mentioned under Section – 5.1.
- d) The firm should have a solvency of minimum Rs. 1.20 crores.
- e) In the event that the Employer has caused the bidder to disqualify under Section-4.4, all of the Joint Venture partners will be disqualified.
- f) Cost of works of previous years shall be increased by 7 % per year based on Rupee value to bring them to 2016-17 price level.

6.2 Bid Evaluation

- a) The bids will be evaluated on Quality cum Cost Based Selection (QCBS) process with **75%** weightage to technical bids and **25%** to financial bids.
- b) From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- c) The tender shall be evaluated by the Tender Evaluation Committee (TEC) constituted by the employer.

- d) The employer shall consider the financial proposal only after analysing and evaluating the Technical Proposals and finding the bidder fit/qualified for considering his financial proposal.
- e) The tender committee shall evaluate the Technical Proposals on the basis of the merit of the consultant, their experience and exposure in the respective field, their responsiveness to the Terms of Reference and the schematic terminal plan, tentative diagrams and drawings as submitted by the consultant by applying the specified evaluation criteria as given in the Section-6.4 to 6.6.

Proposal may be rejected if it is found deficient/non-responsive as per the requirement indicated in the tender document. Only responsive proposals shall be taken up for technical evaluation and further for financial evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. [Insert Employer] may request any/all bidders for furnishing clarifications on its technical proposal during the evaluation process. Such requests will be communicated in writing and the clarifications to be furnished thereon shall not lead to any changes in the financial offer.

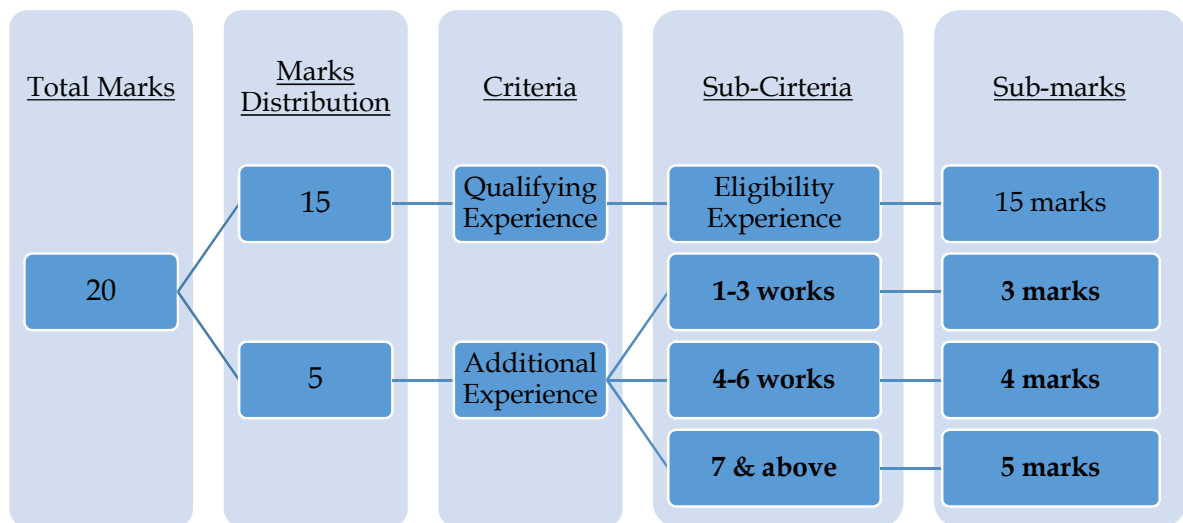
6.3 Opening & Evaluation of the Financial Proposals:

- a) Financial proposals of only those firms who are technically qualified shall be opened on a subsequent date with due prior intimation in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score and their financial proposal shall be read out.
- b) The TEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. The Employer will keep a register of representatives attending the meeting.

6.4 Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

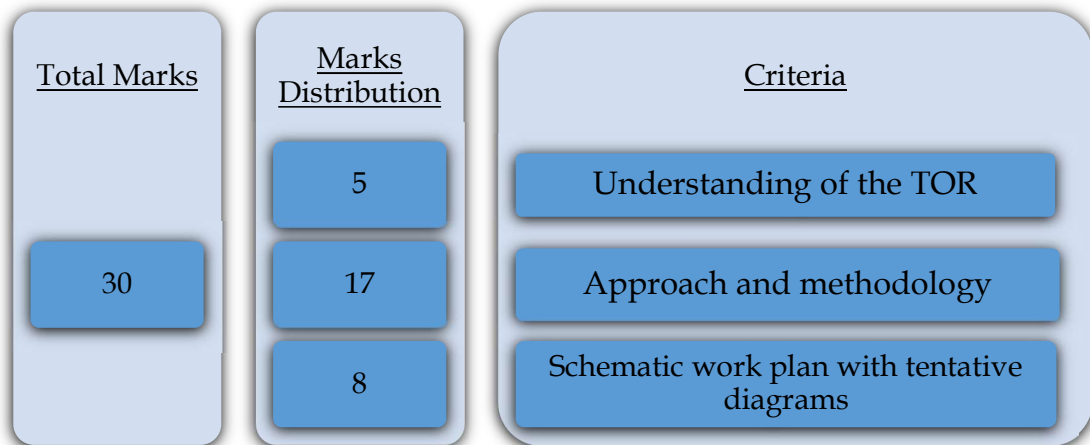
- a) Specific experience of the Consultant (as a firm) relevant to the Assignment:

20

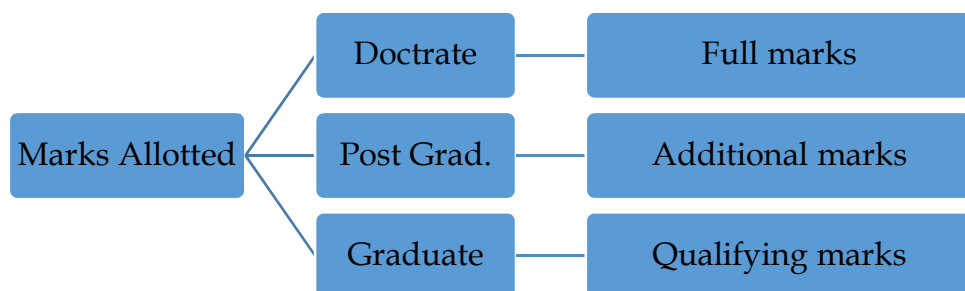


b) Adequacy and quality of the proposed methodology, and work plan in response to the Terms of Reference (TORs): 30

- (i) The Bidder shall submit the methodology to be adopted for construction of terminal.
- (ii) The Bidder shall submit the work plan indicating the deployment schedule (manpower, equipment) in bar chart format, approach to work, computed monthly progress etc.



c) Key Experts' qualifications and competence for the Assignment: 50
(Details of key experts as mentioned in Section-3.5.1)



<u>Key Experts</u>	<u>Max. Marks Allotted</u>
(i) Team Leader	10
(ii) Structural Engineer	08
(iii) Bridge Engineer	08
(iv) Hydrologist	06
(v) Geotechnical Engineer	06
(vi) Hydrographic Surveyor	06
(vii) Survey Engineer	06
Total points for criteria (c):	50

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualification (general education, training and experience): **10%**
- 2) Adequacy for the assignment (relevant education, training, experience in sector/ similar assignments): **80%**
- 3) Added advantage for experience in development of IWT or Port projects: **10%**

Total weightage: 100%

Total points: 100

6.5 Selection of consultants on the basis of evaluation of Technical Proposals:

- a) The bidder whose 'Technical Proposals' secure 75 points or more shall be shortlisted for evaluation of their Financial Proposals. However, if the number of such prequalified bidder is less than two, the employer may in its sole discretion, pre-qualify the bidder whose technical score is more than 65 points, provided that in such an events, the total number of pre-qualified and shortlisted bidder shall not exceed two.
- b) The financial bids of those bidders whose Technical bids do not score 75 points will be returned un-opened.
- c) The evaluation committee will determine whether the financial proposals received are complete (i.e. whether they have quoted all items of the corresponding technical proposals, if not, the committee will cost them and add its cost to the initial price) for the evaluation of financial bids.
- d) The employer reserve the rights to select either the lowest bidder or any other bidder with due justification in case other than L-1 bidder is chosen.
- e) Any effort by the consultant to influence the client in the client's proposal evaluation or contract award decisions may result in the rejection of the consultant's proposal.

6.6 Method of Selection:

- a) Each Financial Proposal shall be assigned a financial score (S_f). For financial evaluation, the total cost indicated in the Financial Proposal shall be considered.
- b) The Evaluation Committee shall determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal including GST, shall be deemed as final and reflecting the total cost of services. Omissions, if any, in quoting any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal will be given a financial score (S_f) of 100 points. The formula for determining the financial score (S_f) of other financial proposals will be computed as follows:

$$(S_f) = 100 \times (F_m) / F,$$

Where, F = Amount of Financial Proposal,

F_m = Lowest financial proposal received

Proposals will finally be ranked according to their combined score (S); i.e. technical score (S_t) and financial score (S_f) as follows:

$$S = (S_t) \times T_w + (S_f) \times F_w$$

Where, T_w and F_w are weights assigned to technical and financial proposals that shall be 0.75 and 0.25 respectively. The successful Consultant shall be the Consultant having the highest combined score. The second highest consultant shall be kept in reserve and may be invited for negotiations in case the first- ranked Consultant withdraws or is not selected for any reason.

7. AWARD OF CONTRACT:

- 7.1 After completing all the formalities/scrutinizing the proposal, the Authority shall issue a Work Order to the selected bidder / consultant.
- 7.2 The Consultant will sign the Contract after fulfilling all the formalities / pre- conditions mentioned in the standard form of Contract in Annex – IV within 15 days of issuance of the Work Order duly furnishing the requisite Security Deposit in prescribed Proforma (Annex-VII) as per Section – 10 for Security Deposit.

8. CONFIDENTIALITY:

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to any one until the award of the Assignment. The undue use by any Consultant of confidential information related to the process may result in the rejection of its

Proposal and may be subject to the provisions of the Employer's antifraud and anti – corruption policy.

9. EARNEST MONEY DEPOSIT (EMD):

Consultant shall submit, EMD amounting Rs. 6,00,000/- (Rupees Six lakhs only). 50% of earnest money shall have to be deposited through RTGS, and balance amount may be deposited in shape of Bank Guarantee of any nationalised/scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders in the branch in account of

The Chief Manager, Union Bank of India, Sector-15, Naya Bans, Noida- 201301	<table><tbody><tr><td>Account no. -</td><td>513202050000007</td></tr><tr><td>IFSC Code-</td><td>UBIN0551325</td></tr><tr><td>MICR Code-</td><td>110026055</td></tr></tbody></table>	Account no. -	513202050000007	IFSC Code-	UBIN0551325	MICR Code-	110026055
Account no. -	513202050000007						
IFSC Code-	UBIN0551325						
MICR Code-	110026055						

The EMD as mentioned above {and at sl. No.- (x) in page no.- 4} shall be submitted before the closing date and time of online submission. EMD of all unsuccessful tenderers shall be returned after, award of work to the successful bidder on request by the tenderers. No interest shall be paid on any account against EMD.

a) The EMD may be forfeited: -

- (i) If a bidder withdraws his bid during the validity period of bid as specified under Section 5.4.
- (ii) In the case of a successful bidder, if the bidder fails:-
 - * To sign the contract in accordance with Section- 7.2.
 - * To furnish security deposit in accordance with Section-10 below.

10. SECURITY DEPOSIT:

A Security Deposit (SD) of 10% of the contract value shall be submitted by the successful bidder through/in the form of RTGS/ Bank Guarantee (BG) drawn from any nationalized / scheduled bank in favour of "[Insert Account Name]" payable at Noida/New Delhi immediately after the issuing of work order and not later than the period specified in the work order. *[For RTGS account the details will be the same as provided in Section-9.]* The EMD of the successful bidder will be returned after acceptance of SD by the competent authority of IWAI and signing of contract between IWAI and successful bidder. If the SD is submitted in the form of BG, it should be valid for the entire period of job including extension period, if any. The SD will be released on request by the consultant only on successful completion of the job in all respects and production of a "No Demand Certificate" issued by the Engineer-in-Charge after release of final payment.

11. REMUNERATION / PAYMENT SCHEDULE:

11.1 Total Cost of the Services

The total cost of the Assignment payable will be set forth in the work order which forms an integral part of the Contract. Income tax as applicable will be deducted at source from the payments due to the Consultant.

11.2 Stages of Payment

11.2.1 Submission of Inception Report after review of available studies data, site visits, reconnaissance survey, discussions with all authorities concerned and recommendations of bridges required for modifications/changes/re-construction. Firming up the conceptual design and basic design considerations, assumptions and presentation thereof with proposed methodology. --- **15%**

11.2.2 Submission of Interim Report giving status of survey, geo-technical investigations, assessment of existing bridges crossing river and proposed modifications to meet navigational clearances required. Further informing the statutory clearances required from central and state authorities etc. with representation thereof. ---**20%**

11.2.3 Submission of Draft DER along with suitable technical solutions for modification/re-construction of bridges. The consultant will provide compiled reports of field data collection, geotechnical investigation etc. along with designs, technical specifications, indicative/block costs etc. with presentation of draft report. ---**35%**

11.2.4 Submission of Final Detailed Project Report after incorporating final comments of IWAI based on above presentation. ---**30%**

Total ---**100%**

11.3 The Consultant shall submit bills for payment when the payment is due. The payment shall be released by the Employer within 30 days (thirty days) of submission of bill (complete in all respects) through e-payment.

12. GENERAL CONDITIONS OF CONTRACT:

12.1 The consultant shall carry out the consultancy services in accordance with accepted bid and tender conditions mentioned hereunder.

12.1.1 Consultants are advised to visit the site and satisfy themselves about the field conditions before submission of Bid and submit an undertaking in this regard. The consultant shall be deemed to have full knowledge of the site, situations, and local conditions prevailing at the project site.

12.1.2 The successful consultant will have to execute an agreement with Employer on Rs. 100/- stamp paper (non-judicial). Format of agreement is placed at Annex -IV. The conditions of the agreement shall be binding on the consultant.

- 12.1.3** The acceptance of tender shall rest with the Employer. The Employer reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- 12.1.4** The right to award, split up work and to reject the offer without assigning any reason is reserved with the Employer.
- 12.1.5** Any breach of condition of contract shall be brought to the notice of the consultant and given an opportunity to explain the fact, but the Employer 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.
- 12.1.6** The consultant will submit to the Employer a bill in triplicate on completion of each stage of consultancy service giving the details of fees, charges, service rendered etc. for payment by the Employer.
- 12.1.7** The rate quoted shall be excluding of all taxes, duties, etc. such as sales tax/VAT, octroi, duties, and GST etc. as applicable.
- 12.1.8** Consultant should submit GST registration certificate and the GST will be paid on reimbursement basis on the production of proof of payment.
- 12.1.9** The rate quoted by the consultant will remain valid till the consultancy work is fully completed. Any change in the taxes and levies during the execution of the project shall however be compensated on production of proof by the consultant, as applicable.
- 12.1.10** Suitable extension of consultancy period may be granted by Employer 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.
- 12.1.11** The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal without prior approval of client.
- 12.1.12** The consultant shall remain fully and squarely responsible for the correctness and accuracy of all the data, analysis, design, drawings, quantities, specifications and documents etc. basically prepared by them.
- 12.1.13** The consultant shall observe all care in accordance with recognized sound engineering standards for carrying out the services required under this contract. They shall use for this purpose the highest scientific and most modern means and apply all speedy and economical methods for mapping as well as the use of electronic computer, software etc. in designing the various structures required for the project.
- 12.1.14** The consultant shall undertake to supply additional copies (not exceeding 5 nos.) of the drawings, reports, etc. at free of cost upon the request of the Employer.

- 12.1.15** The consultant shall not without the prior written approval of the Employer, concede, transfer or sublet 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 remain responsible in case of 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.
- 12.1.16** The consultant shall provide all the necessary help to the Engineer-in-charge or his representative to cross check the works during and after the work till the completion of project.
- 12.1.17** The consultant shall make their own arrangements for the transport, accommodation. TA/DA of their personnel assigned to this project for their site work, visiting offices of Employer may be required in connection with this consultancy work, attending discussions meeting/ presentations etc. with concerned authorities.
- 12.1.18** Consultancy fees quoted for the work would deem to have included all the incidental cost of all the drawings, designs, reports, schemes, documents etc. which would be required to be prepared by the consultant during the course of the assignment.
- 12.1.19** In the event of consultant's firm closing its business, Employer 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 service then completed. In this regard, decision of the Employer shall be final and binding on the consultant.
- 12.1.20** Conditional bids submitted by the bidder will be liable for rejection at the discretion of IWAI.

12.2 Conflict of Interest:

- 12.2.1** Employer requires that Consultants provide professional objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.
- 12.2.2** Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the

Consultant during bidding process or the termination of its Contract during execution of assignment.

12.3 Integrity Agreement:

To be signed by the bidders' and signatory competent/ authorized to sign the relevant contract on behalf of IWAI. (Proforma of Integrity Agreement is Annex-V)

12.4 Consultant Liability and Insurance:

- a)** From commencement to completion of the work(s) as a whole, the Consultant shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the works or any part thereof and to the Authority's Plant, Equipment and Material (hired or issued to the Consultant) shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- b) (i)** Neither party to the contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the works or any part thereof on to any material or article at site but not incorporated in the works or to any person or anything or material whatsoever or either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either party shall include claims/ compensations of the third party also.
- (ii)** Provided, however, in an eventuality as mentioned in sub-Section-12.4 (b) (i) above, the following provisions shall also have effect:
 - (aa)** The Consultant shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the provisions and conditions of the contract, and
 - (ab)** The Consultant shall, as may be directed in writing by the Engineer-in-charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Authority's T & P, Plant and Equipment, Material etc. to the Authority's store. The cost of such re-execution of the works, removal of damaged works and carrying of Authority's store shall be ascertained in the same manner as for deviations and this shall be added to the contract sum. Provided always that the Consultant shall, at his own cost, repair and make good so much of the loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage, Final assessment of loss or

damage shall be decided by the Engineer-in-Charge and his decision shall be final and binding.

- c)** The Consultant shall take special precautions to see that public places and roads adjacent to Consultant's yard are not blocked at any time either by his material or by his workmen. The roads are to be kept always clear and no equipment/materials shall be stacked.
- d)** The navigable waterways shall not be blocked by Consultant's vessels. The anchors dropped in the waterways shall be properly marked and removed after completion of each work/or as required.
- e)** The Consultant shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- f) (i)** Before commencing execution of the work, the Consultant shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Authority but including the Authority building rented to the Consultant wholly or in part and any part of which is used in part and any part of which is used by him for storing combustible materials) public liability by arising out of the carrying out of the contract. For this purpose the Consultant shall take out, pay all costs and maintain throughout the period of his contract public liability with the following coverage.
 - Public liability limits for bodily injury or death not less than Rs. 1,00,000 for one person and Rs. 2,00,000 for each accident.
 - Property liability limits for each accident not less than Rs. 1,00,000;
 - The Consultant shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- (ii)** The Consultant shall ensure that similar insurance policies are taken out by his sub-Consultant (if any) and shall be responsible for any claims or losses to the Authority resulting from their failure to obtain adequate insurance protection in connection thereof. The Consultant shall produce or cause to be produced by his sub-Consultants (if any) as the case may be, relevant, policy or policies and premium receipt as and when required by the Engineer-in-Charge.
- (iii)** If the Consultant and/or his sub- Consultant (if any) shall fail to effect and keep in force the insurance referred to above or any other

insurance which he/they may be required to effect under the term of the Contract then and in any such case the Authority may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Authority from any moneys due or which may become due to the Consultant or recover the same as a debt due from the Consultant.

(iv) The Consultant shall at his own expense arrange for the safety provisions as required in respect of the works covered under this contract as per the instruction of Engineer-in-charge. In case, the Consultant fails to comply with the provisions of the safety the Engineer-in-Charge shall be entitled to and make the necessary arrangements at the risk and cost of the Consultant. This will, however, not absolve the Consultant of his overall responsibility to execute the works under the contract.

12.6 Labour Laws:

a) (i) The Consultant shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Consultant shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.

(ii) If any foreigner is employed by the Consultant on the work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued there-from from time to time. In the event of any lapse in this regard on the part of such foreigner the Consultant shall be personally held responsible for the lapse & Authority shall not be liable in any event.

(iii) The Contract is liable for cancellation if either the Consultant himself or any of his employee is found to be a person who has held Class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as Consultant for, 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 the above Section, the Authority 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 the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

b) The Consultant shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of

the works of people employed on the works. The Consultant shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.

- i)** Any accident if occurred during the said fortnight showing the circumstances under which it happened and the extent of damage and injury caused by it and.
 - ii)** The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- c)** The Consultant shall pay to labourer employed by him either directly or through sub-Consultants wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.
- d)** The Consultant shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:
 - (i)** Payment of Wages Act, 1936 (Amended)
 - (ii)** Minimum Wages Act, 1948 (Amended)
 - (iii)** The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - (iv)** Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
 - (v)** Employer's Liability Act 1938 (Amended)
 - (vi)** Maternity Benefit Act. 1961 (Amended)
 - (vii)** The Industrial Employment (Standing orders) Act 1946 (Amended).
 - (viii)** The Industrial Disputes Act. 1947 (Amended)
 - (ix)** Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
 - (x)** The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Consultant shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The list is indicative only; otherwise the Consultant should be aware of all the Acts/Labour Laws and should follow diligently on the work. The Consultant shall be fully and personally responsible for the violation of any Act/Labour Law.

- e)** The Consultant shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State Insurance Act 1948" as amended

from time to time. In case the Consultant fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills the contribution amount as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

- f)** The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the Consultant any sum required for making good the loss suffered by worker(s) by reason of non-fulfilment of the conditions of the Contract for the benefit of Workers, non-payment of wages or on account of deduction made from the wages of the workers which are not justified by the terms of the contract or non-observance of the said Act and Rules framed there under with amendments made from time to time.
- g)** The Consultant shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Sub-Section 12.5 (d) above without prejudice to his right to claim indemnity from his sub-consultants. In the event of the Consultant's failure to comply with the provisions of all the Acts/Laws stipulated in Sub-Section -12.5(d) or in the event of decree or award or order against the Consultant having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Acts/Laws/Rules mentioned in Sub-Section 12.5(d) above, the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the Consultant or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under Sub-Section 12.5(d) above, on the part of the Consultant under the contract on behalf of and at the expenses of the Consultant and make payment and /or provide amenities/ facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the Consultant.
- h)** In the event or the Consultant committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Sub-Section - 12.5(d) above, the Consultant shall without prejudice to any other liability pay to the Authority a sum

not exceeding Rs.50/- (Rs. Fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

- i)** The Consultant shall at his own expenses comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Consultant fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Consultant.
- j)** The Consultant shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Consultant fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Consultant. But this will not absolve the Consultant of his responsibility or otherwise thereof.
- k)** Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Acts/Rules referred in Sub-Section-12.5 (d) above shall make the Consultant liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in Sub-Section -12.5(d) above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Consultant. In the event of any injury, disability or death of any workmen in or about the work employed by the Consultant either directly or through his sub-consultant, Consultant shall at all-time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Consultant be paid to compromise or compound any claim in this

regard. If any award, decree or order is passed against the Consultant for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the Consultant or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfilment of the said decree, award or orders.

- l) Provided always that the Consultant shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this Section and Labour Regulations.
- m) The Consultant shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-Consultant, agent or employees.
- n) The Consultant shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.
- o) The Consultant shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the Consultant to remove from the works any persons employed by the Consultant for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The Consultant shall forthwith comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.
- p) **Release of Security deposit after labour clearance:** Security deposit of the work shall not be refunded till the Consultant produces a clearance certificate from the Labour Officer. As soon as the work is virtually completed, the Consultant shall apply for clearance certificate to the Labour Officer under intimation to Engineer-in-Charge. The Engineer-in-Charge on the receipt of such communication shall write to Labour Officer to intimate if any complaint is pending against the Consultant in respect of the work. If no complaint is pending on record till after three months after completion of work and/or no communication is received from Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the security deposit will be released if otherwise due.

12.6 Professional Liabilities:

The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the employer will be governed by the applicable law. It should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or wilful misconduct; (b) the consultant's liability to the employer should be limited to the total payments expected to be made under the consultant's contract, or the proceeds the consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the consultant's liability towards the employer and not with the consultant's liability towards third parties. Professional liability of the consultants to the employer is provisionally limited to the cost of the consultancy (i.e. Rs. 2.60 Crore) or the consultant is entitled to receive under its insurance, whichever is higher. This is valid till the completion of the project for which the DER is to be prepared.

13. CLARIFICATION AND / OR INTERPRETATION OF REPORT:

After submission of the final report by the consultant to the satisfaction of Employer if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultants shall, on receipt of written request from Employer, furnish such clarification to the satisfaction of Employer within 15 days without any extra charge, even after completion of study.

14. OWNERSHIP OF DOCUMENT AND COPYRIGHT:

The report on submission by the consultant shall be the property of Employer. It shall not be used in part or full, copied or published in any manner without obtaining prior permission of Employer.

15. FORCE MAJEURE:

Any delays or failure of performance by a party to this Agreement shall not constitute default hereunder or give rise to any claims for damages against said party, if any, to the extent caused by matters beyond the control of said party like acts of God, strikes, lock outs or other concerted acts of workmen, fires, floods, explosions, blockades, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by Force Majeure, then upon the happening of such delay the consultant shall within 14 days of the happening of such event give notice in writing to Employer requesting for

extension of time indicating the period for which extension is desired. Employer may also give a fair and responsible extension of time for completion of the work at their discretion but no monetary allowance shall be made to the consultant for any such delay and the consultant may not make any claim for damages by reason of any such delays. If any of the above circumstances continue for more than 3 months, in that event, Employer will have the right to terminate this contract without any notice to the consultant.

16. LIQUIDATED DAMAGES:

- a) If consultant fails to complete the whole of the works within the period specified under the agreement, the consultant shall pay to the Employer as fixed and agreed liquidated damages, and not as penalty, a sum @ 0.1% of the agreed fees for each calendar day of delay.
- b) The aggregate maximum of liquidated damages payable to the Employer under this Section shall be subject to a maximum of 10% of the total consultancy fee.

17. ARBITRATION:

In the event of any dispute or difference covering, relating to or arising out of this Agreement, the parties shall do their utmost to settle it in a fair and amicable manner in a spirit of mutual cooperation. Any dispute or difference not settled within 30 days shall be referred to the sole arbitration of a person so, nominated by the employer, 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 New Delhi/Noida. In view of the arbitration proceedings, the work under the Contract should not be suspended.

18. TERMINATION OF CONTRACT:

Employer has the right to terminate the contract by giving 30 days written notice. In the event of termination for no fault of consultant, the cost incurred by the consultant to the extent services provided as arrived based on mutual consultation. If the contract is terminated due to the fault of the consultant or in case of termination of the agreement by the consultant, the consultant shall pay to Employer the excess amount that may have to be incurred by Employer for getting the scope of work completed by some other Agency.

19. FRAUD AND CORRUPTION:

19.1 The Employer requires that all parties observe the highest standard of ethics during the procurement and execution of contract. In pursuance of this policy, the Employer:

- a)** defines, for the purposes of this provision, the terms set forth below as follows:
 - (i)** “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii)** “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (iii)** “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - (iv)** “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - (v)** “obstructive practice” is
 - (aa)** Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (ab)** acts intended to materially impede the exercise of the Employer inspection and audit rights provided for under sub-section 19.2 below.
- b)** will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- c)** will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practice during the procurement or the execution of that contract, without the Employer having taken timely and appropriate action satisfactory to the Employer to address such practices when they occur.
- d)** will sanction a firm or an individual, at any time, in accordance with prevailing Employer’s sanctions procedure including by publicly declaring such firm or individual ineligible, either indefinitely or for a

stated period of time, (i) to be awarded a contract financed by the Employer, and (ii) to be nominated sub Employer, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract financed by the Employer; and

19.2 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by the auditors appointed by the Employer.

19.3 The Employer further requires the bidders/Employers to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

20. FORMATS (ANNEXES): As follows:

ANNEX-I

DETAILS OF SIMILAR WORKS / STUDIES CARRIED OUT IN LAST SEVEN YEARS.

Name of work	Contract Value	Schedule of Completion / Actual date of completion	Extension, if any

Note:

- a. Copies of **completion certificate** to be submitted in the technical bid in case of completed consultancy works and scanned copies of work order / agreement to be submitted in case of ongoing consultancy works to substantiate the experience.
- b. **Similar work means consultancy or PMC services for preparation of detail engineering reports for construction of bridges over rivers and canals for roadways including SH, NH etc.**

(Sign. and Seal of Consultant)

ANNEX-II

LIST OF KEY EXPERTS' PROPOSED TO BE DEPLOYED FOR THE ASSIGNMENT

Sl. No.	Name	Category of professional	Area of experience & years of experience

Note: Copies of CVs OF KEY EXPERTS' PROPOSED TO BE DEPLOYED FOR THE ASSIGNMENT to be submitted in the technical bid.

(Sign. and Seal of Consultant)

**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 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

It is hereby declared 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 for the same.

Signature of Authorized Signatory

Date:

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

Date:

Authorization No. _____

Name _____

FORM OF AGREEMENT BETWEEN EMPLOYER AND THE TENDERER

Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between ----- (hereinafter called the “Employer” which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the First Part AND, [**Name And Address Of Consultant**] (hereinafter called the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

WHEREAS

- (a) The Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide Consultancy services for **“Preparation of Detailed Engineering Report (DER) including detailed engineering design & drawing for the existing bridges which needs modification/re-construction on National Waterway-5 in Odisha” INDIA** in response to the Notice Inviting Tender by the Employer;
- (b) The “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract and at a total fee of Rs. (Rupees..... Only),
- (c) The Consultant has furnished the prescribed Security Deposit amounting to Rs. (Rupees.....only) in the form of Bank guarantee No..... dated..... Valid till..... issued by.....

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) Tender document
- (b) The original proposal furnished by the Consultant.
- (c) Letter of award of Consultancy No..... dated.....
- (d) Acceptance letter dated furnished by the Consultant.

The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) The “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----

In presence, of

1. For and on behalf of the Employer

(Witnesses)

(i) [Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant]

In presence, of

(Witnesses)

(i)

(ii) [Authorized Representative]

INTEGRITY AGREEMENT

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

BETWEEN

Chairperson, IWAI] represented through Chief Engineer/ Officer Authorized to Sign the Contract on behalf of IWAI.

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 Principal/Owner has floated the Tender (NIT No. **IWAI/NW-5/63/2017** (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **"Preparation of Detailed Engineering Report (DER) including detailed engineering design & drawing for the existing bridges which needs modification/re-construction on National Waterway-5 in Odisha" INDIA** hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner 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:

(A) Commitment of the Principal/Owner

- 1) The Principal/Owner 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 Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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 Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner 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 Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

(B) 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 Principal/Owner as part of the business relationship, regarding plans, technical proposals 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).

(C) Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner 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 Principal/Owner 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/Employer 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/Security Deposit: If the Principal/Owner 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 Principal/Owner 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 Principal/Owner 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 Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

(D) 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 Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

(E) Equal Treatment of all Bidders/Consultants/Sub-Consultants

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

(F) Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Consultant/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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 Competent Authority, IWAI.

(G) Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, 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 Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

(H) 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 Principal/Owner)	(For and on behalf of Bidder/ Consultant)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :

BANK GUARANTEE FORM FOR EMD

(To be submitted on Non-Judicial Stamp Paper of Rs. 100/-)

To,

Inland Waterways Authority of India
(Ministry of Shipping, Govt. of India)
Head Office: A-13, Sector-1, Noida-201 301 (U.P.)

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of _____ in the state/s of _____ herein called “the Tender”

KNOW ALL PEOPLE by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the “Bank”) are bound unto the India Inland Waterway Transport Authority (hereinafter called “the Owner”) in the sum of the INR. _____ (Indian Rupees _____) *for which payment can truly be made to the said Owner. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of 2017 and undertake to pay the amount of _____ INR _____ to the employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

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

Or

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

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

This guarantee will remain in force up to six months or more beyond the last date of receipt of bids or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tender. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT

(To be submitted on Non-judicial Stamp Paper of Rs. 100/-)

To,

Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

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

In consideration of the Chairman, Inland Waterways Authority of India (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 **“Preparation of Detailed Engineering Report (DER) including detailed engineering design & drawing for the existing bridges which needs modification/re-construction on National Waterway-5 in Odisha” INDIA** on production of Performance security in the form of Bank Guarantee for Rs (Rupees.....only), at the request of**Consultant**, We, **(Bank)** do hereby undertake to pay to the Employer an amount not exceeding Rs.....(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 Contract Agreement.

2. 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 Rs.....(Rupees.....only).

3. 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.

4. 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 defects liability period of one year 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.

5. 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.

6. 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.

7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.....(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.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Consultant**.

9. 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..... 2017 for
(Indicate the name of bank)

Signature.....
Name of the Officer
(In Block Capitals)
Designation
Code No.
Name of the Bank and Branch. (SEAL)

STANDARD FORM FOR FINANCIAL PROPOSAL

Sl.No.	ITEM		PRICE (in Rs.)
	“Preparation of Detailed Engineering Report (DER) including detailed engineering design & drawing for the existing bridges which needs modification/re-construction on national waterway-5 in Odisha”, INDIA in accordance with Tender No. <u>IWAI/NW-5/63/2017</u>		
1.	A.	Collection of data, topography survey and geotechnical & geological investigation.	
	B.	Remuneration of the Key Professionals for preparation of DER.	
2.	GST		
TOTAL			

Rupees (in words):

Note: Breakup of the above quoted price (Sl. No. 1 (A) & (B) above) also needs to be submitted along with financial bid.

Authorized Signatory

Name:

Designation

Name of firm.....

Address.....

ANNEX-VIII(A)**Break-up of Surveys related to the Project**

(To be submitted by the selected Bidder on its Letter Head after the issue of Letter of Award)

Sl. No.	Particulars	Quantity	Price (in Rs. lakhs)
1	Topographic Survey* Sq km	
2	<u>Geo-tech Investigation</u> (Drilling Details) Land Borehole & River Borehole: (min.) 45 nos. of Bore-Hole (including Land & River.) Depth of each Borehole = 50m (i) Soft soil = 40X45 = 1800 m (ii) Hard soil/rock = 10X45 = 450 mNos.	
	In-situ Permeability Test: 18 Nos. of BHs (min.)Nos.	
	Soil Sample Test: 18 Nos. of BHs (min.)		
3	Any other information/break-up, furnished by the bidder.		

Note:

1. This break-up includes type of surveys and the price estimated for it. Consultant should provide 02 (two) hardcopies of the survey report and the soft copy along with the interim report.
2. * **The indicative area for Sl No.- 1 Topographic' survey is 50 Ha.**
3. The above quantities are only indicative and can vary as per actual ground conditions/practice, which are essential to provide quality DER with all due details and professional diligence and the same will have to be executed within the quoted price. The bidder will also have to provide quantities for Topographic survey, Geo-tech investigation and any other survey/investigation required for the sound technical design for modifications/changes/re-construction of bridges, in this format along with price. It is advised to the Bidders to visit the site and discuss with the concerned officials of Govt. of Odisha etc. before quoting.

Authorized Signatory

Name:
 Designation
 Name of firm.....
 Address.....

ANNEX-VIII (B)**Break-up of Remuneration**

(To be submitted by the selected Bidder on its Letter Head after the issue of Letter of Award)

S. No	Remuneration				
A)	Professional Staff (Key Experts)	Nos.	Man-months	Rate/Month (Rs lakh)	Amount (Rs. in Lakhs)
1.	Team Leader				
2.	Structural Engineer				
3.	Bridge Engineer				
4.	Hydrologist				
5.	Geotechnical Engineer				
6.	Hydrographic Surveyor				
7.	Survey Engineer				
B)	Support Staff				
V.	Travel & Miscellaneous				
	Travel				
	Miscellaneous				
Total Estimated					

Authorized Signatory

Name:
 Designation
 Name of firm.....
 Address.....

ANNEXURE-IX**List of Bridges to be validated**

Sl. No.	Location	Authority	Required vertical/horizontal clearance (in m.) w.r.t. HFL	Existing vertical/horizontal clearance (in m) w.r.t. HFL	Variation (in m.) (Existing required)
1	Jokadia- Ch. 134.89 km	State PWD	6/50	34.05/36.00	-2.595/ -14.0
2	Jaleswarpur Ch. 121.83 Km	NHAI	6/50	7.397/34.00	+1.397/ -16.0
3	Jaleswarpur Ch. 121.80 Km	NHAI		6.888/30.00	+0.888/ -20.0
4	Saharpur Ch. 115.390 Km	State PWD	6/50	4.403/24.00	-1.597/ -26.0
5	Badabanta Ch. 110.280 Km	State PWD	6/50	4.577/20.00	-1.423/ -30.0
6	Sujanpur Ch. 105.830 Km	State PWD	6/50	4.55/30.80	-1.45/ -19.2
7	Manpur Ch. 63.240 Km	State PWD/RD	6/50	3.586/24.00	-2.414/ -26.0
8	Gadagadighat (Aul) Ch. 51.80 Km	State PWD/RD	6/50	6.750/100	+7.50/ +50
9	Rajnagar Ch. 6.70 Km	State PWD	6/50	4.81 / 90	-1.19/ +40