

TENDER DOCUMENT

**ENGAGEMENT OF CONSULTANT FOR PREPARATION
OF DETAIL PROJECT REPORT (DPR) FOR
DEVELOPMENT OF SHIP REPAIR FACILITY (SLIPWAY)
AT PANDU, GUWAHATI, NW-2**

TENDER NO. IWAI/PR2/3(SLIPWAY)/2013

INLAND WATERWAYS AUTHORITY OF INDIA

A-13, Sector-1, Noida-201301

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

[December 2013]

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1. Notice Inviting Tender

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector – 1, Noida

Gautam Budh Nagar Distt. (U.P.) PIN : 201 301 (INDIA)

Email: akbansal.iwai@nic.in, mt.iwai@nic.in

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

TENDER NOTICE No: IWAI/PR2/3(SLIPWAY)/2013

- 1) Inland Waterways Authority of India (IWAI) invites online tenders/ bids in two cover system (Cover I - Technical bid and Cover II - Financial Bid) from experienced agencies for “Engagement of consultant for preparation of Detail Project Report (DPR) for development of ship repair facility (Slipway) for inland vessels at Pandu, Guwahati, NW-2” The Bids will be placed online at <https://eprocure.gov.in/eprocure/app>
- 2) **Estimated cost of work:** Rs. 50 Lakhs
- 3) **Date of Publishing:** 27-12-13
- 4) **Date of Download start date & Time:** 27-12-13, 18:00Hrs.
Pre-bid Meeting: 10-01-2014 at 11:00 hrs. (at IWAI Regional Office at Pandu Port Complex, Pandu, Guwahati)
Note: Minutes of the pre bid meeting will be uploaded on IWAI website which will be a part of the tender document.
- 5) **Bid Submission start date & Time:** 23-01-2014
- 6) **Bid Closing/Document Download End Date & Time:** 27-01-14 till 15.00 hours.
- 7) **Bid Opening Date & Time:** 27-01-14 at 15.30 hour.
- 8) **Cost of Tender Document(Tender Fee) :** Rs. 5,000/-
- 9) **EMD :** Rs 1,00,000/-
- 10) The tender document can be purchased from the office of the Member (Technical), IWAI, A-13, Sector-1, Noida, Pin-201 301 (U.P) by paying Rs 5,000/- (Five Thousand only) in the form of DD in favour of IWAI fund payable at NOIDA / DELHI of any Nationalized/ Schedule bank.

- 11) The tender document can also be downloaded from IWAI website at www.iwai.nic.in. and CPP Portal Website <https://eprocure.gov.in/eprocure/app> The cost of tender/bid document as mentioned above should be submitted in the form of Demand Draft in favour of “IWAI FUND” payable at Noida / New Delhi of any Nationalized/ Schedule bank along with bids in case the tender is downloaded from website. Bid without tender cost will be rejected. 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.
- 12) Tenderer shall agree to the terms & conditions of the tender and submit the tender online duly signed in each page for agreeing the same.
- 13) The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 1500 hours on **27.01.2014** and will be opened online on same day at 1530 hours at IWAI, A-13, Sector-1, Noida-201301.
- 14) The original demand draft for tender fee and EMD should be deposited before closing date and time of submission of bid at IWAI, A-13, Sector-1, Noida-201301.
- 15) 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 (Technical)

2. Instructions to Consultants (ITC)

2.1 DEFINITIONS

- (a) “**Employer**” means the Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “**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.
- (c) “**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.
- (d) “**Personnel**” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof.
- (f) “**Proposal**” means the Technical and Financial Proposals as mentioned under this tender.
- (g) “**Assignment / job**” means the work to be performed by the Consultant pursuant to the Contract i.e. preparation of DPR for development of ship repair facility (Slipway) at Pandu, NW-2.
- (h) “**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.
- (i) “**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.
- (j) “**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.
- (k) “**Engineer-In-Charge (EIC)**” means the Engineer officer authorized to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work.
- (l) “**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.
- (m) “**Chairperson/Chairman**” means Chairperson/Chairman of Inland Waterways Authority of India.
- (n) “**Member (Technical)**” means Member (Technical) of Inland Waterways Authority of India.
- (o) “**Chief Engineer (Civil)**” means the Chief Engineer, Civil of the Authority.

- (p) “**Chief Engineer (P&M)**” means the Chief Engineer, Project & Marine of the Authority.
- (q) “**Director**” means the Director of the Authority, as the case may be.
- (r) “**Deputy Director**” means the Deputy Director of the Authority, as the case may be.
- (s) “**Assistant Director**” means the Assistant Director of the Authority, as the case may be.
- (t) “**Assistant Hydrographic Surveyor**” means the Assistant Hydrographic Surveyor of the Authority, as the case may be
- (u) “**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.
- (v) “**Day**” means a calendar day beginning and ending at mid-night.
- (w) “**Week**” means seven consecutive calendar days
- (x) “**Month**” means the one Calendar month.
- (y) “**Site**” means the waterway and / or other places through which the works are to be executed.
- (z) “**Vessel**” means the vessel/craft belonging to the Consultant/contractor for carrying out the work.
- (aa) “**Consultancy Services**” means Consultancy Services/Works to be executed in accordance with the contract.
- (ab) 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.

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

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the consultants/bidders on the eprocurement/etender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eProcurement site using the <https://eprocure.gov.in/eprocure/app> option available ”Enroll Here” on the home page. Portal. Enrollment is free of charge. During enrollment/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.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.

- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Consultant/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 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.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the favourites folder, he selects the tender to view all the details indicated.
- 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, otherwise, the bid will be rejected.
- 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 general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. 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.
- 14) If there are any clarifications, this 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.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.

- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) 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.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) 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 contact person indicated in the tender.

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. BACKGROUND

- a. River Brahmaputra from Sadiya to Dhubri (891km) was declared as National Waterway no. 2 in 1988. IWAI is maintaining minimum depth required for vessels to ply in the main channel of NW2 and also providing infrastructure facilities in this National Waterway. There are various types of vessels plying in this waterway belonging to Inland Water Transport Department (IWTD), Govt. of Assam, IWAI, Central Inland Water Transport Corporation (CIWTC), Inland Water Transport (IWT) unit of Indian Army and other private operators. However, due to lack of IWT ship repair facility in the entire north eastern region especially for under water repairs of the vessels lead to lot of financial and economic loss to the IWT operators as for major repairs the vessels need to sail to Kolkata (through Bangladesh), which takes a voyage time of 30-40 days.
- b. To overcome the above difficulties to some extent IWTD Govt. of Assam, during early nineties started a slipway project just u/p stream of IWT terminal of IWAI at Pandu, Guwahati. However, due to financial constraints and other reasons, the project was suspended after completion of a part of slipway apron. Now, IWAI is planning to revive the incomplete slipway to its full-fledged operation and operate the same under an Operation and Maintenance (O&M) contract through a suitable agency.
- c. A Memorandum of Agreement (MoA) is being entered into between IWAI and Govt. of Assam to enable the parties undertake development of the project. The MoA inter-alia includes handing over of land from Govt. of Assam to IWAI on nominal lease charges for 30 years, creation of suitable institutional structure, financial structure, engagement of competent construction agency for implementation of the project and procurement of O&M contractor.

4. TERMS OF REFERENCE OF THE ASSIGNMENT

4.1 Terms of Reference (TOR):

The objective of the study is to prepare a Detail Project Report (DPR) for development of a ship repair facility (Slipway) at Pandu, NW-2. It will include but may not be limited to the following scope of Work/ Terms of Reference (TOR):

- a) Reconnaissance survey of the location
- b) Collection and examination/review of previous studies, reports, data, information, maps, charts etc. available with IWT department Govt. of Assam, IWAI and any other source.
- c) Assessment of potential for repair of IWT vessels at the proposed ship yard facility for repair and maintenance of IWT vessels plying in NW-2 for the time-frame 2015, 2020 & 2025 in consultation with all nodal agencies like IWT directorate, IWT unit of Indian Army, IWAI, CIWTC, tourist vessel operators, mechanized country boats and other private agencies.
- d) Review of existing structure of Slipway at Pandu and feasibility of its useful utilization for setting up of new ship repair facility (slipway) with modern technology.
- e) Assess need for further investigations, information, data and carry out the required investigation, collect all necessary data/information (hydraulic, geological, hydrographic etc.) and review and assess/evaluate the same.
- f) Carry out geotechnical investigation for design of various structures existing/new to be assessed, where necessary.
- g) Identification of items which needs to be removed/ demolished from the site and its methodology.
- h) Review the existing structures of the slipway facility with respect to further use after modification or repair work along with the fresh layout for various facilities like revetment/bank protection work, ship lifting facility, winches, equipment to handle ship and its parts, ship repair yard, work shop, store, hard stand, office building, internal road, water supply, firefighting, electricity etc.
- i) Detailed layout plan, engineering design & drawings, preparing specifications, bill of quantities, cost estimates with basis & justification of rates.
- j) Preparation of tender documents containing General Conditions of Contract, Special Conditions of Contract, Technical Specifications and NIT etc. all complete to facilitate implementation of project for all capital works for development of ship repair facility.
- k) Proof checking of design through a reputed agency/institution.
- l) Recommend necessary equipment and machinery and manpower required at the ship repair facility, considering the prevailing national/international norms for operation, maintenance and management of the facility.
- m) Preparation of realistic construction schedule and estimated cost of development and O&M for the ship repair facility indicating the sequence of activities duly considering the river characteristics in different seasons and priority of work along

with phasing of expenditure. Estimated cost of development should be realistic and based on local schedule of rates/market rate and their basis/documentary proof should be included in the DPR with necessary details.

- n) Ascertain types and sizes of ships to be handled at the ship repair facility, time frame, handling methods, constraints, delays etc.
- o) Suggest indicative rates, the O&M operator of the Slipway should charge for undertaking various repair works at the Slipway.
- p) Preparation of contract/tender document for selecting O&M operator of ship repair facility through an open tender.
- q) Workout Cost Benefit analysis, Financial Internal Rate of Return (FIRR) and Economic Internal Rate of Return (EIRR) based on current Indian /International norms, with sufficient backup calculations, basis, assumptions their source, justification etc.
- r) Preparation & submission of all above details in the form of a Detail Project Report (DPR) along with complete tender document to execute the work and tender document for selecting O&M agency.

4.2 Manpower requirement for preparing the DPR by the Consultant:

It is expected that for carrying out this assignment the consultant would engage the services of following professionals.

Sl.	Category of professional (s)	Qualification and Experience
1.	Ship yard construction Expert and Team Leader	Minimum 15 years' experience in planning, design, construction, preparing cost estimates for various Ship yards, Ship repair facility or vessels construction yards and other related infrastructure projects. Should be a university graduate in Civil Engineering/Marine Engineer with higher professional qualification in preferably Ship Building Engineering/ Civil/Structural/ Mechanical Engineering.
3.	Structural /Design Engineer (Civil)	Should possess minimum of Graduation Degree in Civil Engineering from a university with 10 years' experience in Civil/structural design. He will be responsible for detailed structural design of the Ship repair facility facilities. He will also be responsible for construction plan, preparation of tender document needed for construction, supply and installation. Overall management and supervision of the design works will be performed by him.
4.	Structural /Design Engineer (Mechanical/ Naval Architect)	Should possess minimum of Graduation Degree in Mechanical/ Naval Architect Engineering from a university with 10 years' experience in design. He will be responsible for detailed design/ requirement of equipment for Ship repair facility, types and sizes of ships to be handled at the ship repair facility, time frame, handling methods, constraints, preparation of contract for O&M of ship repair facility

Sl.	Category of professional (s)	Qualification and Experience
5.	General Economist	Minimum 10 years' experience in general economic analysis, assessing and forecasting economic plans, development and trends, trade and investment, environment flows, trade barriers and facilitation measures, analyzing relationship of national economic and sectoral growth rates with trade flows, evaluation of project economics etc. The incumbent must possess Post-graduation Degree in Economics. Must have previous working experience of at least one ship yard development study project.
6.	Utilities Engineer	Should possess Bachelor's degree in Engineering with 7 years' experience in various facilities required for operation of Ship building/ Ship repair yards.
7.	Any other expert as the consultant deem fit for preparation of DPR for construction of Ship repair facility project as per specified ToRs.	

5. TIME SCHEDULE/SUBMISSION OF REPORTS:

- (a) The total period of completion of this assignment would be 10 months (40 weeks) 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 below:

Sl. No	Activity	Time in weeks reckoned from the date of signing of Contract
a)	Submission of Inception Report after review of available studies data, site visits, reconnaissance survey, discussions with all concerned and firming up the conceptual design and basic design considerations, assumptions and preliminary identification of vendors and presentation thereof. (6 copies)	8 weeks (2 months)
b)	Submission of draft report after receipt of Comments on the Inception Report and carrying out field data collection, geo-technical investigation etc. along with designs, technical specifications, indicative / block costs etc. (6 copies) and presentation of draft report.	24 weeks (6 months)
c)	Receipt of comments on the draft report.	28 weeks (7 months)
d)	Proof checking of design and other details and submission of Draft final report (10 copies) and presentation thereof.	36 weeks (9 months)
e)	Submission of Final Detail Project and presentation thereof (20 copies)	40 weeks (10 months)

- (b) 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.

6. INFORMATION TO BE SUPPLIED TO THE CONSULTANTS.

- (a) 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
- (b) The consultant shall ascertain the availability of such details with the IWT Department, Govt. of Assam before submitting their bid.
- (c) 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.
- (d) Original data should be returned to Employer on completion of the work.

7. SUBMISSION OF TENDER

The consultant is required to submit their tender/ bid online on website <https://eprocure.gov.in/eprocure/app> in two parts as given below:

7.1 Part A- Technical bid

The consultant shall submit online 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) Scanned copy of Full profile of the Company with details such as composition/ownership/shareholding pattern, details of top management (Board members), 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&II. Copies of completion certificate in case of completed studies and copies of work order / agreement in case of ongoing studies shall be submitted as proof of work experience
- b) Scanned copy of Proof of successful preparation of DPRs for infrastructure projects of comparable nature during last 7 years as detailed below:
 - DPR for one port/IWT development/logistics work costing not less than Rs 40 lakhs, or
 - DPR for two port/IWT development/logistics works each costing not less than Rs 25 lakhs each, or

- DPR for three port/IWT development/logistics works each costing not less than Rs 20 lakhs each,
- c) Scanned copy of the proof of EMD as specified in Clause – 9 and Scanned copy of proof of tender fee.
- d) Scanned copy of a short write up on methodology to be adopted for the present project and proposed approach and programme to carry out this assignment. (Submit with the help of Bar chart).
- e) Scanned copy of Details of the organizational set up for carrying out the subject study and the individual expertise.
- f) Scanned copy of list of associates 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.
- g) Scanned copy of a signed declaration stating that the tenderer/ bidder has not made any addition / deletion / change to any of the tender clauses and it is exactly as per the document available at IWAI web site www.iwai.nic.in/https://eprocure.gov.in/eprocure/app
- h) Scanned copy of the annual Report or Audited balance sheets, for the last 3 years.
- i) Scanned copy of Solvency certificate from the Bank for an amount not less than Rs. 20 lakhs.
- j) Scanned copy of Copy of PAN card.
- k) Scanned copy of Bank account details for transaction through e-payment in format given at Annex-IV.
- l) Scanned copy of any other details which consultant may feel relevant.

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

7.2 Part B - Financial Bid

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

- (i) This will contain consultancy fee to be charged for completing the work. The total fee shall be quoted as a lump-sum amount. However, consultant shall also enclose therewith, the detailed break up of consultancy fees in important subheads e.g. cost towards man-hours, TA/DA detailed design, proof checking, preparation of tender documents, mathematical modeling, preparation of reports etc.
- (ii) While working out consultancy fees, following points should be noted.
 - (a) The consultants will have to make their own arrangements for the transport/accommodation / TA/DA of their personnel assigned to this project for

their site works, visiting various offices and other places for meetings, presentations and discussions.

- (b) 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.

7.3 Submission

The technical and financial bids complete in all respects should be submitted **online** in website <https://eprocure.gov.in/eprocure/app> by 15:00 hours on 27-01-2014

7.4 Validity of offer

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

8.0 ELIGIBILITY CRITERIA/EVALUATION OF BIDS

8.1 Eligibility Criteria

- a. The following criteria shall be adopted for assessing eligibility of the bidders:
The bidder should have completed in the past seven years:

- i) At least three similar works each costing not less than Rs. 20 lakhs OR
- ii) Two similar works each costing not less than Rs. 25 lakhs OR
- iii) One similar works costing not less than Rs. 40 lakhs.

Note: Similar works means providing consultancy services for preparation of detail project reports/techno economic feasibility study for construction of slipways, dry-docks, ship building facility, ship repair facility Ports, river terminals, riverine structures, logistics hub etc.

- b. Average annual financial turnover of the bidder for similar works should not be less than Rs. 15 lakhs during last 3 years ending 31st March, 2013. This has to 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 clause 7.
- d. The firm should have a solvency of minimum Rs. 20 lakhs.

8.2. Evaluation

- a. An Evaluation Committee appointed by the Employer will carry out technical evaluation applying the evaluation criteria and point system specified as follows and each responsive proposal will be attributed a technical score.
- b. The points earmarked for evaluation of technical bids would generally be as follows:

<u>Sl. No.</u>	<u>Description</u>	<u>Points</u>
1.	The consultants relevant experience for the assignment	40
2.	The quality of methodology proposed	10

3.	The qualifications of the key staff proposed	30
4.	Added advantage for experience in development of IWT projects	10
5.	<u>Past work done in the NE Region work</u>	<u>10</u>
	TOTAL =	100

The points given to evaluation sub-criteria for qualification of key staff proposed are:

<u>Sl. No.</u>	<u>Description</u>	<u>Points</u>
1.	General qualification	30
2.	Adequacy for study	50
3.	Experience in development of IWT projects	15
4.	<u>Experience of handling projects in NE region</u>	<u>05</u>
	TOTAL	100

- c. The technical proposal should score at least 75 points out of 100 for being considered for becoming eligible for opening of financial bid. In other words, financial bids of only those bidders whose technical bids score 75 points or more (out of 100) would be opened for further processing.
- d. The Employer shall notify in writing the consultants that they passed the minimum technical score and indicate the date and time for opening the financial bids.
- e. The financial bids of those bidders whose Technical bids do not score 75 or more marks may be returned to them unopened on request by such bidder.
- f. On opening of the financial proposals in the presence of the consultants who choose to attend, the Employer will announce the name of the consultants, their technical scores and the amounts of their financial proposals. The Employer will keep a register of representatives attending the meeting.
- g. The evaluation committee will determine whether the financial proposals 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.
- h. There will not be any carryover of weightage/points scored by technical bids to the financial bid opening stage.
- i. Normally the bidder whose financial bid is the lowest (L-1) would be selected as "Successful Bidder". However, 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.

- j. 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.

9. EARNEST MONEY DEPOSIT (EMD)

- (i) Consultant shall submit, EMD amounting Rs. 1,00,000/-(Rupees One lakh only) in the form of Demand Draft drawn on any nationalized Bank in favour of "IWAI Fund" payable at Noida/ New Delhi. The EMD as mentioned in clause 7.1 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.
- (ii) The EMD may be forfeited:-
- (a) If a bidder withdraws his bid during the validity period of bid as specified under clause 7.4
- (b) In the case of a successful bidder, if the bidder fails:-
- * To sign the contract in accordance with clause 12(ii).
 - * To furnish security deposit in accordance with clause 10.

10. SECURITY DEPOSIT

A security deposit (SD) of 10% of the contract value shall be submitted by the consultant awarded with the work in the form of Demand Draft / Bank guarantee (BG) drawn from any nationalized bank in favour of "IWAI Fund" payable at Noida/New Delhi immediately after the issuing of work order and not later than the period specified in the work order. The EMD of the successful consultant will form part of the SD. 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 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.

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.

11.1 STAGES OF PAYMENT

- | | | |
|----|--|--------|
| 1) | After signing of agreement and against Bank Guarantee issued by a Nationalized / Scheduled bank, valid for a period till submission of Draft Final Report. | ---10% |
| 2) | On submission of Inception Report | ---20% |
| 3) | On submission of Draft Report | ---20% |
| 4) | On submission of Draft Final Report | ---20% |
| 5) | On submission of Final Report | ---20% |
| 6) | On acceptance of Final Report | ---10% |

11.2 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 cheques/e-payment.

12. GENERAL CONDITIONS OF CONTRACT.

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

- i) 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.
- ii) 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 -III**. The conditions of the agreement shall be binding on the consultant.
- iii) 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.
- iv) The right to award, split up work and to reject the offer without assigning any reason is reserved with the Employer.
- v) Any breach of 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.
- vi) 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.
- vii) The rate quoted shall include all taxes, duties, etc. such as sales tax/VAT, octroi, duties, toll and service tax.
- viii) 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.
- xi) 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.
- x) The consultant shall not change nature and level of technical experts as well as other staff indicated in the proposal.

- xi) 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.
- xii) 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.
- xiii) 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.
- xiv) 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 still 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.
- xv) 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.
- xvi) 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.
- xvii) 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.
- xviii) 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.
- xix) Conditional bids submitted by the bidder will be liable for rejection at the discretion of IWAI.

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

- (i) 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.
- (ii) The aggregate maximum of liquidated damages payable to the Employer under this clause shall be subject to a maximum of 10% of the total contract value.

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 Employer shall reimburse all the expenses incurred by the consultant including that for winding up the project. 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. Formats (Annex): As follows:

DETAILS OF WORKS / STUDIES CARRIED OUT IN NE REGION

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

Note: scanned copies of completion certificate to be submitted in the technical bid in case of completed consultancy works and copies of work order / agreement to be submitted in case of ongoing consultancy works to substantiate the experience.

(Sign. and Seal of Consultant)

ANNEX - II

DETAILS OF SIMILAR WORKS / STUDIES CARRIED OUT FOR OTHER ORGANISATIONS

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

Note: Scanned Copies of completion certificate to be submitted in the technical bid in case of completed studies and copies of work order / agreement to be submitted in case of ongoing studies to substantiate the experience.

(Sign. and Seal of Consultant)

FORM OF AGREEMENT BETWEEN EMPLOYER AND THE SUCCESSFUL 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 PREPERATION OF DETAIL PROJECT REPORT (DPR) FOR DEVELOPMENT OF SHIP REPAIR FACILITY AT PANDU (GUWAHATI) 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) The original proposal furnished by the Consultant,
 - (b) Letter of award of Consultancy No..... dated.....
 - (c) 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]

**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 Transport Department in case of any change in particulars given below and will not hold Transport Department responsible for any delay / default due to any Technical reasons beyond Transport Department 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 declares 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 Transport Department 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 :
No. _____

Authorization

Name

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT

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

To

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 CONSULTANCY SERVICES FOR DEVELOPMENT OF SHIP REPAIR FACILITY (SLIPWAY) AT PANDU PREPARATION OF DETAIL PROJECT REPORT (DPR) FOR PANDU, NW-2 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 thereunder 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 2013
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)
1.	Consultancy Services for Preparation of Detail Project Report (DPR) for DEVELOPMENT OF SHIP REPAIR FACILITY (SLIPWAY) AT PANDU, NW-2 in accordance with Tender document No.IWAI/PR2/3(Slipway)/2013	
2.	Service tax and / or any other taxes at prevailing rate.	
3.	Total price	

Rupees..... only (in words).

Note: Breakup of the above quoted price (Sl. No. 1 above) in terms of manpower cost (man hours for each category with rate), travel expenses, documentation and other cost included needs to be produced, if requested by the Employer.

Authorized Signature
 Name:
 Designation
 Name of firm:
 Address: