

**Request for Proposal
(RFP)**

**For Appointment of Consultant
For**

**Preparing “Detailed Project Report” (DPR) for
Provision of Container Terminal with Container
handling facilities / at Port of Sittwe & IWT Terminal
at Paletwa in Myanmar, under Kaladan Multi-Modal
Transit Transport Project.**

Tender No. IWAI//KPMU/44/2016

Inland Waterways Authority of India
A-13, Sector 1, Noida,
Uttar Pradesh (201301),

INR 5,000/-



DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the Ministry of External affairs (MEA), Inland Waterways Authority of India (IWAI), India Ports Global Private Limited (IPGPL) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFP.
2. MEA or IWAI or IPGPL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for IWAI to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and the applicants are advised to obtain further independent information from appropriate sources.
3. MEA or IWAI or IPGPL will not have any liability to any Consultancy Company/ Consultancy firm or any other person in any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter, deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. MEA or IWAI or IPGPL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this RFP does not imply that IWAI is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this RFP document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not



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

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



Table of Contents

Title/clause	Page No
DISCLAIMER	2-3
NIT	8
SECTION - I: NOTICE INVITING E-TENDER	9-11
SECTION - II: INSTRUCTIONS TO BIDDERS (ITB)	12
Background	13-17
Introduction	17
Bidder Eligibility Criteria	17-19
Pre-bid Meeting	19
Clarifications and Addendums	20
Preparation of Bids	20
EMD	20-21
Tender Fee	21
Bank Solvency	21
Taxes	22
Currency	22
Language	22
Bid Validity	22-23
Number of Bids	23
Conflict of Interest	23-24
Acknowledgement by Bidder	24-25
Guidelines for e-submission of the Bids	25-28
Submission of Bids	28-32



Extension of Bid submission date	32-33
Late Proposals	33
Liability of the employer	33
Modification/Substitution/ Withdrawal of Bids	33
Bid opening and evaluation process	33-34
Bid evaluation	34
Minimum qualification criteria	35
Technical Evaluation	35-37
Financial evaluation	38
Final evaluation	38
Award of Contract	38
Insurance	38-39
Indemnity	39
Fraud and Corrupt Practices	39-40
Ownership of Document and Copyright	40
SECTION - III: DATA SHEET	41-43
SECTION - IV: TECHNICAL BID STANDARD FORMS	44
FORM 4A: Form of Tender	45-46
FORM 4B: Eligible Projects	47-48
FORM 4C: Average Annual Turnover of Applicant	49
FORM 4 D: Power of Attorney	50-51
FORM 4E: Curriculum-Vitae (CV) of Key Personnel	52-53
FORM 4F: List of Ongoing Assignments	54



FORM 4G: Declaration by the Bidders	55
FORM 4H: Bidder information sheet	56
FORM 4I: Team composition and task assignment/jobs	57
FORM 4J: Description of approach, methodology and work plan for performing the assignment/job	58
SECTION - V: FINANCIAL BID STANDARD FORMS	59
Form Fin – 2: Summary of Costs	60
Form Fin – 3: Consultancy Fee for Containerization of Sittwe and Paletwa EIA / SIA study	61-63
Form Fin – 4: Estimate	64-65
Form Fin – 5: Miscellaneous Expenses	66
SECTION - VI: TERMS OF REFERENCE (ToR)	67
Scope of Work	68-74
Man power Requirement	74-75
Time Schedule and Deliverables	76
SECTION - VII: STANDARD FORM OF CONTRACT	86
Conditions of Contract	87
Commencement, Completion, Extension, Modification and Termination of Contract.	92
Obligations of the Consultant	95
Obligations and Responsibility / Inputs by IWAI	97
Security Deposit/performance guarantee	98
Payment Terms	99
Liquidated Damage	99
Arbitration	99

Defect liability period	100
Laws Governing the Contract	100
Professional Liability	100
Miscellaneous Provisions	101
Integrity Agreement	102
SECTION - VIII: ANNEXES	109
ANNEX - I: Bank guarantee form for performance security	110
ANNEX - II: AGREEMENT FORM	113
ANNEX - III: DETAILS OF BANK ACCOUNT	116
ANNEX - IV: BANK CERTIFICATION	117
ANNEX - V: TENDER ACCEPTANCE LETTER	118
ANNEX - VI: WARRANTY FORM	119
ANNEX - VII: TENDER SUBMISSION LETTER	120
ANNEX - VIII: MAP OF KALADAN MULTIMODAL TRANSIT TRANSPORT PROJECT	122
ANNEX - IX:INDEX MAP OF KALADAN PROJECT	123
ANNEX - X:MAP SHOWING SITWE LAYOUT PLAN	124
ANNEX - XI:MAP SHOWING PALETWA LAYOUT PLAN	125



SECTION-I

NOTICE INVITING TENDER (NIT)

for publication in News Paper



**INLAND WATERWAYS
AUTHORITY OF INDIA,
Ministry of Shipping, Govt. of India
A-13, Sector-1, Noida-201301 (U.P.)**

**NOTICE INVITING TENDER
TENDER No.**

IWAI//KPMU/44/2016.

Online bids are invited from the Reputed contractors for Preparing "Detailed Project Report" (DPR) for Provision of Container Terminal with Container handling facilities / at Port of Sittwe & IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project.. The Details of NIT:- E.M.D – Rs. 5 Lacs, Date of Uploading of Bid document-25.11.2016. Last date of submission is up to 1500 hrs on 09.01.17 Date of opening:-09.01.17 at 1530 hrs. Cost of Tender document Rs 5000/-. For detailed tender document please refer to IWAI website www.iwai.gov.in and <https://eprocure.gov.in/eprocure/app>

Director (P&C)



SECTION-I: NOTICE INVITING E-TENDER



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

A-13, Sector -1, NOIDA, Distt.GautamBudh Nagar - 201 301 (U.P.)

Ph No. 0120- 2530058 Fax No. 0120- 2530058,2544041

Web Site:- www.iwai.gov.inE-mail:- kpmu.iwai@nic.in,kpmu.iwai@gmail.in

Tender No. IWAI//KPMU/44/2016

NOTICE INVITING E-TENDER

Introduction:

a) Inland Waterways Authority of India (IWAI), on behalf of MEA, invites ONLINETenders/Bids from reputed Indian Consultant/Consulting firm associated with ports, harbor, inland water ways projects, containerization projects etc. in two cover systems (Cover – I: Technical Bid and cover – II Financial Bid) for Preparing “Detailed Project Report” (DPR) for **Provision of Container Terminal with Container handling facilities / at Port of Sittwe& IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project**, including traffic study, Trade between India and Myanmar through these ports, transshipment under Kaladan Multi-Modal Transit Transport Project (KMTTP), its viability, Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and obtaining Mandatory and statutory Clearances Hydrography and Geotechnical surveys etc.

b) Critical Data Sheet:-

Interested parties may down load the tender document on line from the site <https://eprocure.gov.in/eprocure/appand> IWAI website “www.iwai.nic.in” and are required to pay Rs. 5,000/- (Rupees Five thousand only) as the cost of Bid document deposited to IWAI Account.

Document Download Start Date	25.11.2016
Pre-bid meeting	09.12.2016
Bid submission Last Date	09.01.2017
Bid Opening Date	09.01.2017
Cost of Tender Document	Rs.5000/-
EMD	Rs.5,00,000/-



c) Scope of work:-

In brief, the appointed Consultant/Consulting firms shall conduct thorough study, inspections, analysis and prepare “Detailed Project Report” (DPR) for **Provision of Container Terminal with Container handling facilities / at Port of Sittwe& IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project**, including traffic study, Trade between India and Myanmar through these ports, transshipment under KMTTP, its viability, Environment and Social Impact Assessment (EIA/SIA) Studies, Preparation of Environmental Management Plan (EMP) and obtaining Mandatory and statutory Clearances from Govt. of Myanmar (GoM), (Environment, CRZ, Wild Life, Forest and Consent to Establishment), Hydrography and Geotech survey etc.

d) Method of Selection:

Bidder will be selected under Quality and Cost based Selection (QCBS) and procedures described in this RFP.

e) Clarifications:

Clarification/Query if any, on the RFP shall be obtained from the following address:

The Chief Engineer
Inland Waterways Authority of India
A-13, Sector 1, Noida,
Uttar Pradesh (201301),
Ph: 0120-2522971
Fax: 0120-2543973
Email id: kpmu.iwai@nic.in, kpmuiwai@gmail.com, ce.iwai@nic.in

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

**The Chief Engineer
IWAI, Noida**



SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)



1.0 **Background:**

1.1 **The Kaladan Multimodal Transit Transport Project (KMTTP)** was jointly identified by India and Myanmar, in 1990s, to create a multi modal mode of transport for shipment of cargo from eastern ports of India to Myanmar as well as North-Eastern part of India, through Myanmar. The project, will connect Sittwe Port in Myanmar to India-Myanmar border, is expected to contribute to the economic development of the land locked North-Eastern states of India. It will be a strategic link to the North-East, thereby reducing pressure on Siliguri corridor. The development of this important route will not only serve the economic, commercial and strategic interests of India, but will also contribute to the development of Myanmar, thus paving way for its economic integration with India. KMTTP envisages a waterway trade route from Sittwe Port to Paletwa (158 Kms) along the river Kaladan and road route from Paletwa to India-Myanmar border of 110Kms. (Annex VIII & IX refers.)

Old Sittwe port, prior to development had less depth and limited infrastructure to handle smaller vessels of 1500 to 2000 DWT capacities only. Port mainly handled cargo such as cement, steel, food stuff, dry fish, rice, tar etc. The cargo was from Yangon or from Thailand.

It is envisaged that Port of Sittwe to become a nodal point for transportation of goods from / to the interiors of the Rakhine State of Myanmar and North Eastern States of India, along the Kaladan river. It will also provide a gateway for trade from these places to other countries through international shipping. KMTTP is expected to act as a catalyst for industrialisation and new trade opportunities centered on Sittwe.

1.2 **The Ministry of External Affairs, (MEA)** Government of India (GoI), being the nodal agency has appointed **Inland Waterways Authority of India (IWAI)** as the Project Development Consultant (PDC), for “Kaladan Multimodal Transit Transport Project” in Myanmar, vide an agreement dated 19th March 2009. The said agreement is in accordance with the Framework Agreement signed on 2nd April 2008, between the two Governments. The scope of services to be provided by IWAI for Ports and IWT components under the Principal Agreement, have been enhanced vide a Supplementary Agreement-1, dated 28th April 2016.

1.3 **Inland Waterways Authority of India (IWAI)**, is Government of India body under the Ministry of Shipping, having its registered office at A-13, Sector 1, Noida, Uttar Pradesh (201301), India.



1.4 IWAI has entrusted the responsibility of “Containerisation / providing Container handling facilities at Sittwe and Paletwa to IPGPL as an “Implementation Agency” under IWAI, vide MOU dated 01.06.2016.

1.5 India Ports Global Private Ltd. (IPGPL), is a joint venture company of Jawaharlal Nehru Port Trust (JNPT) and Kandla Port Trust (KPT) which was incorporated on 22nd January, 2015, having its registered office at 1107, Raheja Center, 214, FPJ Marg, Nariman Point Mumbai, Maharashtra – 400 021.

1.6 Brief History and information on Present Infrastructure and operations:

On 16th March 1999, MEA awarded technical feasibility study for highway alignment from Sittwe to Indo-Myanmar border, to M/s RITES, who suggested a multi modal transport system in its feasibility report in March 2001.

MEA subsequently awarded the work to prepare “DPR” on the suggested project. In April 2003, M/s RITES submitted DPR wherein it is suggested that cargo be transported by sea route to Sittwe, then to Kaletwa by Inland water transport, finally by road to Indo-Myanmar border. Subsequently Kaletwa was shifted to Paletwa view many issues in developing Inland water transport between Kaletwa and Paletwa.

DPR prepared by M/s RITES included study of existing ports, facilities, existing and proposed waterway and transportation network, hydrographic surveys, tides, environment, climatic conditions, bathymetric surveys, geotechnical investigations, litho logy of rocks, waterways, silting, equipment, infrastructure required, organisation and management costs for all the project, environmental impact, schedule of implementation, detail designs, BOQ, etc. Copy of this report can be made available to the bidders.

MEA appointed IWAI as KMTT Project Development Consultant (PDC) on 19th March 2009. The work of construction of port and IWT components was awarded to M/s ESSAR Projects (I) Ltd (EPIL) on 14th May 2010. The awarded work is almost completed now (May’2016). Work completed such as fairway development and sea dredging in Sittwe port area, construction of port and IWT terminal at Sittwe, Fairway development and dredging at Sittwe – Paletwa stretch of Kaladan River, construction of IWT terminal at Paletwa, construction of 6 nos IWT vessels of capacity 300 T each.

Frame work agreement and two protocols were signed on 2nd April 2008 between GoI and GoM pertaining to this project.



The Kaladan project was initially designed for handling bulk cargo from Sittwe to Paletwa. Containerisation of this project has several advantages such as safety and security of goods, lesser handling cost, flexibility of terms of transit of goods as per international trade practices. However, modification in the project at the initial stage posed several challenges. Hence separate detailed study followed by preparation of DPR would be required to work out the complete scope and the Bill of Quantities (BOQ) for this work.

Indian origin or any other containerized cargo will be discharged at Sittwe, reloaded on to the Inland transport vessels for Paletwa and thereafter transported to its inland destination in Myanmar or to Mizoram, India by road or vice versa that is any cargo originating from Mizoram or Myanmar hinterland can be transported by road to Paletwa, then to Sittwe by IWT passage, discharged at Sittwe and reloaded on to the sea going vessels for export/India/Yangon.

1.7 Current status:

1.71 Passage from Sea to Sittwe port:

- The navigational channel from the Sea to Sittwe Port is dredged up to 7.9 m below Chart Datum for the safe navigation of 6,000 DWT Vessels at present.
- Navigational aids provided.

1.72 Salient features at the project at Sittwe:

- a) Dredging channel dimensions (Width x Depth below CD) 52.15m x 7.9 m
- b) Dimensions of approach jetty for both the ports and IWT jetty 136 m x 9.8 m
- c) Dimensions of Port jetty 219 m x 15.2 m
- d) Dimensions of IWT jetty 54 m x 15.2 m
- e) Construction of back up facilities Structures at Sittwe
 - i) Port Office (322 sq m) & IWT Office (195 sq m) 1 no
 - ii) Covered Storage Shed (24 m x 36 m) 3 nos
 - iii) Canteen and Rest Room (240 sq m) 1 no
 - iv) Open storage area (40m x 30m) & (20m x 30m) 1 no
 - v) Truck Parking area (20m x 25m) 1 no



1.73 Salient features at the project at Paletwa:

- a) Dredging channel dimensions (Width x Depth below CD) 37.5m x 2.0 m
- b) Dimensions of approach to the IWT jetty 74.45 m x 9.8 m
- c) Dimensions of IWT jetty 70.9 m x 19.2 m
- d) Construction of back up facilities Structures at Paletwa
 - i) IWT Office (195 sq m) 1 no
 - ii) Covered Storage Shed (24 m x 36 m) 1 no
 - iii) Canteen and Rest Room (240 sq m) 1 no
 - iv) Open storage area (30m x 20m) 1 no
 - v) Truck Parking area (50m x 12m) 1 no

1.74 Cargo Vessels / cargo Handling Equipments for Sittwe&Paletwa:

- a) 300 T capacity self propelled barges 6 nos
- b)

Sl. No.	Name of equipment	Port Sittwe	IWT Sittwe	IWT Paletwa
1	Level Luffing crane with 10 tone capacity 25.5m outreach	1	-	-
2	Tractors 40 HP	4	2	-
3.	4T Tractor Trailers	16	8	-
4	3T Fork Lifts	4	2	2
5	10 T Mobile crane 12 m outreach	-	1	1
6	10T capacity trucks	-	-	4

1.75 Road from Paletwa to Zorinpui (also known as Zochachuah) (Indo Myanmar Border) Distance (110 KM):

- Road from Paletwa to Indo-Myanmar border is under development. The work order is expected to be awarded to be given in April 2017 and road is expected to complete by April 2019.
- The work on National Highway NH54 from Zorinpui to Lawngtai distance 100 KM is in progress.



- 1.76 There is no container movement existing in the Sittwe Port presently.
- 1.77 Two wrecks were discovered in the Sittwe port basin area during dredging of the port basin. These wrecks would be removed in due course through a global competitive tender.
- 1.78 Limited coastal cargo movement (traditionally) is existing between Yangon to Sittwe and between Sittwe and Paletwa.
- 1.79 Map showing sea route, IWT passage, road passage and both ports is attached at Annex VIII and IX.
- 1.80 Maps showing Sitwe layout and Paletwa layout plan are attached at Annex X and XI

2.0 INTRODUCTION

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

3.0 Bidder Eligibility Criteria

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

- 3.1 Bidder should be reputed Indian Consultant/Consulting firms in the field of ports, harbor, inland water ways, containerization projects, overseas bridge construction, or similar large



infrastructure projects etc.

- 3.2 The Bidder shall meet minimum eligibility criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the maximum value of the order executed by him together with the details of name of the party, order value, scope of work, completion period stipulated in the order and actual completion period / date. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in JV, the percentage share of the Bidders in the work executed as JV should be clearly mentioned in the completion certificate. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit completion certificate awarded to it by the main contractor, along with the LOA awarded to the main contractor by the Tender inviting authority of the project in consideration.
- 3.3 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head is mandatory.
- 3.4 Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be at least Rs. 250 Lakhs (INR two hundred fifty Lakhs only). The Bidders shall provide financial turnover of the Consultant/Consulting firms for the last three years duly certified by statutory auditors.
- 3.5 Any entity which has been barred by the MoEFCC, NABET/ QCI, Central Government, any State Government, a statutory Employer, or a public sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.
- 3.6 The similar work experience of parent company/subsidiary/sister Company of the Bidder shall not be considered.
- 3.7 The Bidder shall offer and make available the list of all Key Personnel as mentioned in Section - III Data Sheet) meeting the requirements specified in Clause - 3 of Section – VI: Terms of Reference and Scope of Service. Each of the Key Personnel must fulfill the conditions of eligibility with respect to Qualifications and Experience.



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

4.0 Pre-bid Meeting

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

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

5. Clarifications and Addendums

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



5.2 The Employer/PDC will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the PDC deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure mentioned hereunder:

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

6.0 Preparation of Bids

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

Bidders shall adhere to the requirements mentioned below:

6.1 EMD

6.1.1 An EMD of Rs. Five Lakhs (Rs. Five Lakhs only) shall be deposited to “IWAI Kaladan Fund” payable at Noida through RTGS or demand draft is require to be submitted in separate envelope marked as EMD on the envelope along with hard copy of the bid at IWAI office

- (i) Name of bank account: Inland Waterways Authority of India
- (ii) Bank name and address: United Bank of India, Sector-18, Noida
- (iii) Beneficiary Account: “IWAI Kaladan Fund”, Saving Bank Account
- (iv) Bank account Number: 1416010027557
- (v) Bank IFSC Code No: UTBI0NO1549

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



6.1.3 No interest shall be payable by the Employer / PDC for the sum deposited as earnest money deposit.

6.1.4 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.

6.1.5 The EMD of a successful bidder will be returned after the bidder submits the Performance Bank Guarantee (PBG)

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

- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (ii) If the Bid is varied or modified in a manner not acceptable to the Employer/ PDC after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.
If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of the proposal by the Consultant.)
- (iv) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (v) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of contract.
- (vi) If the Bidder fails to furnish the security deposit in accordance with conditions of the contract.
- (vii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer / PDC in writing, his earnest money paid along with the tender shall be forfeited.

6.2 **Tender Fee**

All Bidders are required to pay INR 5000 (INR five thousand only) towards Tender Fees deposited in IWAI Bank Account as per the details mentioned in clause 6.1.1 above. The tender fee is non-returnable.

6.3 **Bank Solvency**

All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in



India for an amount as mentioned in Section III: Data Sheet

6.4 **Taxes**

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

6.5 **Currency**

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

At the time of submission of bids, bidder must consider factors of fluctuations in foreign exchange for the entire period of contract. No price escalation or correspondence in this regard, will be allowed.

6.6 **Language**

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

6.7 **Bid Validity**

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. The PDC will make its best effort to complete negotiations, if any, within this period. Should the need arise; however, the PDC may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm the validity period of their Bids. Bidders who agree to such extension



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

6.8 **Number of Bids**

A bidder can submit one bid only. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily and the bidder shall be disqualified from subsequent bidding in IPGPL/MEA/IWAI projects.

7.0 **Conflict of Interest**

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

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

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



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

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

7.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer/ PDC, 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/ PDC come to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or termination of its Contract during execution of assignments.

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

8.0 **Acknowledgement by Bidder**

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

8.1 Made a complete and careful examination of the Tender for Consultancy;

8.2 Received all relevant information requested from the Employer/PDC;

8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid.

8.4 Acknowledged that it does not have a Conflict of Interest; and



8.5 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

9 Guidelines for e-submission of the Bids

9.1 The Bids should be submitted through Central Public Procurement Portal for e- Procurement <https://eprocure.gov.in/eprocure/app>.

9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Consultants/Bidders on the e-procurement/e-Tender portal is a prerequisite for e tendering.

9.3 Bidder should enroll on e-procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Consultants/Bidders through email id provided.

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

9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.

9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.

9.7 Consultant/Bidder may go through the Tenders published on the site and download the required tender documents/schedules in which the Bidder is interested.

9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.

9.9 If there are any clarifications, this may be obtained ONLINE through the Tender site, or If there are any clarifications, this may be obtained ONLINE through the Tender site, or should also take into account the addendum/corrigendum published before submitting the Bids ONLINE.

9.10 Then the Bidder may log into the site through the secured log in by giving the user id/



password chosen during enrolment/registration and then by giving the password of the E-Token/Smart card to access DSC.

- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favorites' folder.
- 9.12 From the favorite's folder, he selects the tender to view all the details indicated
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the tender document / schedule and generally and they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. Each document to be uploaded ONLINE should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Tender Fee/ EMD for the amount as specified in Section –III: Data Sheet. The original payment instruments should be posted/couriered/given person to the PDC with in the due date as mentioned in this Tender document. SCANNED copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17 While submitting the Bids ONLINE, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the SCANNED copy and the data entered during Bid submission time.



Otherwise submitted Bid will not be acceptable.

- 9.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the tender requirement.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through ONLINE e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the ONLINE submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for ONLINE submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure/see that the Bid documents submitted are free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by



unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.

- 9.28 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opener's public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting PDC for a Tender or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of ONLINE Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 233 7315** or as given on the site helpdesk.

10 **Submission of Bids**

The Hard Copy of all the original bid which is uploaded on E bidding WEBSITE, instruments in respect of cost of Tender document, earnest money, must be delivered to the office of IWAI, A-13, Sector 1, Noida, Uttar Pradesh (201301), India, on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee, EMD etc., against the submitted Bid shall automatically become ineligible and shall not be considered. The tender fee shall be non- refundable.

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

10.1 Cover-I: Technical Bid

10.1.1 Enclosure – I



- a) SCANNED copy of the proof of Tender fee as specified in Section – III: Data sheet
- b) SCANNED copy of the proof of EMD as specified in Section – III: Data sheet
- c) Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d) SCANNED copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – V
- e) SCANNED copy of Warranty Form duly filled and signed by the authorised signatory of the Bidder as per Annex – VI
- f) SCANNED copy of Tender Submission Letter duly filled and signed by the authorised signatory of the Bidder as per Annex – VII
- g) SCANNED copy of Form of Tender (Form 4A)
- h) SCANNED copy of a signed declaration by the bidders (Form 4G)
- i) Power of Attorney for the authorised person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport/Driving licence/Voter's ID etc.) of the authorized representative.
- j) Bidder information form (Form 4H)
- k) Composition/Ownership/Shareholding pattern of the organization
- l) Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company.
- m) Registration/incorporation certificate of the company/Consultant/Consulting firms.
- n) Any other certification as mentioned in the ToR
- o) Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.

10.1.2 Enclosure – II

- a) SCANNED copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b) SCANNED copy of Service Tax Registration certificate.
- c) SCANNED copy of PAN card of the Bidder.
- d) Form 4C for average annual turnover
- e) SCANNED copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex – IV.
- f) Integrity agreement duly signed by bidder's Authorised Signatory. Original is required to be submitted along with hard copy of bid.

10.1.3 Enclosure – III



SCANNED copy of complete Company profile with details such as:

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

10.1.4 Enclosure – IV

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



Personnel proposed does not match with the requirement stipulated in the RFP document.

viii) Since the replacement of key personal affects the marking of technical evaluation of the bids, the bidders shall strictly observe that there shall be no replacement/change in the key personnel proposed by the consultants at the time of signing of contract from the key personnel proposed by the consultant at the time of bidding. For any reasons whatsoever if the bidder engages in replacement of key personnel there shall be a deduction of 10% from the total remuneration of the replaced personnel.

a. During execution of work, the replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the consultant and is no longer an employee of the consultant. The consultant shall not replace any of the key personnel without the written prior consent of the Employer/PDC. In case consultant engages in such activity i.e. replacement of key personnel with or without employers'/PDC's prior consent, such action shall attract a deduction of 10% of remuneration of the replaced personnel. However, there shall be no deduction if the replacement is made on health grounds of the personnel. The consultant shall submit medical certificate of such personnel intended to be replaced on health grounds.

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

10.2 Cover-II: Financial Bid

Financial Bid in excel format provided along with this Tender as Form Fin – 2 shall be used for quoting prices/offer which will be used for price bid evaluation Form-Fin-3,Fin-4,Fin-5 for informative purpose only. This will contain consultancy fee to be charged for completing the work.

i) While working out consultancy fees, following points should be noted:

a) Consultant will have to make their own arrangements transport/accommodation/TA/DA of their personnel assigned to this project for visiting different offices in different states and other places for meetings, data



- collection, presentations, public consultation during field visit, and discussions,
- b) Consultancy fees quoted (in FIN 2) would deem to have included all the incidental costs including cost of data collection from various line departments, field survey, all documents and reports, the remuneration of the experts, secretarial staff, their salary, allowances, overhead expenditure etc. that would be required to be prepared and submitted by Consultant during entire course of the assignment. Fees would also include cost of NOCs and other required permissions to be provided by the Consultant/Consulting firms to IWAI for timely and effective preparation of the DPR as per work scope. Even after satisfactory submission of all above information / reports NOCs and permissions from the concerned Statutory bodies, if any unforeseen issues related to the Consultants work, environmental and social issues are raised by any Govt. and Non-Govt. Organization, or local people or parties, the Consultant/Consulting firms shall have to bear the cost to resolve such issues to complete satisfaction of IPGPL/IWAI/MEA. All the expenses for visiting to sights, IWAI, MEA, IPGPL, will also be included in quoted consultancy fees. Fees will also include all the costs for SIA/EIA studies, plan and GOM approval for new construction. It means the consultancy fees quoted should be inclusive of all the cost, with no hidden areas.
- c) All duties, taxes, royalties and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for service tax which will be reimbursed to the consultant on producing proof of payment. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).

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

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

11 Extension of Bid submission date

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



12 **Late Proposals**

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

13 **Liability of the employer/PDC/IPGPL**

The bidders are advised to avoid last moment rush to submit bids ONLINE and they should upload their bids well in advance before the bid submission deadline. The employer/PDC/IPGPL shall not be liable for failure of ONLINE submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for ONLINE submission of bids, mentioned under clause 9 of ITB, has been read and understood by the bidder. The hard copy of the bids submitted by the bidder shall not be treated as a substitute to ONLINE bids submission and in case a bidder fails to submit bids ONLINE due to any reason, the hard copies of the bids shall not be considered for evaluation.

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

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

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

15. **Bid opening and evaluation process**

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer/PDC/IPGPL on any matter related to its Technical and/or Financial proposal. Any effort by bidder to influence the Employer/PDC/IPGPL in the examination, evaluation, ranking of Proposals and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The employer/PDC will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.



- 15.3 ONLINE Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the ONLINE Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the RFP, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer/PDC, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.
- 15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified Clause 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive Proposals shall be further taken up for evaluation. A Bid shall be considered responsive only if:
- 15.4.1 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11.
- 15.4.2 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;
- 15.4.3 It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);
- 15.4.4 It does not contain any condition or qualification.
- 15.5 The Employer /PDC shall inform the Bidders, whose Technical Bids are found responsive, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their Representative may attend the meeting of ONLINE opening of Financial Bids.
- 15.6 At the time of the ONLINE opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and the Bid prices, the total amount of each Bid, and such other details as the Employer/PDC may consider appropriate will be announced by the Employer/PDC at the time of Bid opening.
16. **Bid evaluation**
- 16.1 **Minimum qualification criteria**



16.1.1 The experience of having successfully completed similar work in the previous 7(seven) years ending last day of the month previous to the one in which this Tender is invited should be of either of the following amount.

a) 3 similar works each costing not less than Rs. 100 lakhs

Or

b) 2 similar works each costing not less than Rs. 150 lakhs

Or

c) 1 similar work costing not less than Rs. 200 lakhs

16.1.2 Average annual turnover from consultancy services for last 3 financial years i.e. 2013-14, 2014-15 and 2015-16 should be at least INR Rs. 250 Lakhs (INR two hundred fifty Lakhs only)

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

16.2 Technical Evaluation

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

SI. No.	Description	Points
1.	The consultants relevant experience for the assignment	45
2.	The quality of work plan & methodology proposed	10
3.	The qualification of the key experts/professionals proposed	45
	Total	100

Detailed marking scheme

SI. No.	Criteria	Score
1.	The consultants relevant experience for the assignment	45



	a) General experience of the Consultant/Consulting firms in preparing DPR for New port infrastructure development, conducting various surveys, analysis, detailed study –three marks will be given for each similar work assignment limiting to maximum of 15 marks	17	
	b) Specific experience of the Consultant/Consulting firms in conducting EIA & EMP studies in Inland Waterways/Canals development projects-1.0 marks for similar work assignment limiting to maximum of 3 marks.	04	
	c) Bonus marks for successfully completed one similar work having consultancy value more than 200 Lacs	06	
	d) Successful completion of DPR on Containerization of any port	08	
	e) Successful completion of DPR in foreign countries.	06	
	f) Effectiveness of DPR – any project development completed after DPR of a consultant	04	
2.	The quality of work plan & methodology proposes	10	
	a) Work plan	5	
	b) Approach & Methodology	5	
3.	The qualification of the key experts/professionals proposed	45	
	S.No.	Key Personnel	Score
	I	Project Coordinator cum Team Leader	7
	II	Geology / Soil Expert	4
	III	Socio- economic Expert	3
	IV	Hydrology Expert	2
	V	Port Management expert	4
	VI	Finance expert ICWA/CA	3
	VII	Shipping development ,Traffic expert	6
	VIII	Shipping development, container equipment expert	6
	IX	Civil Eng./ Subsea expert	5
	X	Structure Designer	5



		Grand Total	100
--	--	-------------	-----

Sub-criteria for key personnel scoring

SI No.	Key Personnel	Minimum Qualification	Preferred / Higher Qualification	Experience		Total
				Relevant	Other / Extra	
1.	Project Coordination cum Team Leader	1	0.5	3.5	2	7
2.	Geology / Soil Expert	1	0.5	1.5	1	4
3	Socio-economic Expert	1	0.5	1.0	0.5	3
4	Hydrology Expert	0.5	0.25	1.0	0.25	2
5	Port Management expert	1	0.5	1.5	1	4
6	Finance expert ICWA/CA	1.0	0.5	1.0	0.5	3
7	Shipping development, Traffic expert	1.5	1.0	2.5	1.0	6
8	Shipping development, container equipment expert	1.5	1.0	2.5	1.0	6
9	Civil Eng. Subsea expert	1.0	0.5	2.5	1.0	5
10	Structure Designer	1.0	0.5	2.5	1.0	5
Sub-Total						45

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



16.3 **Financial evaluation**

The financial score shall be evaluated according to the following formula:

$$Sf=100*Fm/F$$

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

16.4 **Final Evaluation**

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

(i) Proposal will be ranked according to the combined normalized Technical (St) and normalized Financial (Sf) scores using the weights mentioned below.

(ii) The weights, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw=0.70 and Fw=0.30

(T=the weight given to technical proposal; F=weight given to the financial proposal; Tw+Fw=1)

(iii) Final score would be arrived at using the following formula:

$$S=St \times Tw + Sf \times Fw$$

Where St =100*T/Tm (T=is the technical score of the bidder under consideration and Tm= highest technical score amongst the bidders under consideration) and Sf=100*Fm/F (Fm=lowest price amongst the bidders under consideration and F is the price of bid under consideration for calculation)

17. **Award of Contract**

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

17.2 The Consultant will sign the contract after fulfilling all the formalities/preconditions mentioned in the Standard Form of Contract in Section VII, within 15 days of issuance of the Letter of Intent. The Contract will be signed between MEA and the selected Consultant.

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

18. **Insurance**

18.1 The Consultant shall maintain at his own cost, personal and accident insurance for all his Personnel and property as considered satisfactory by the Client to cover any risks arising from work and services to be rendered by the Consultant under this Consultancy Agreement. The Consultant shall ensure the same for his sub-contractors also. Client shall not be



responsible for any such events or effects thereof. A statement to this effect may be submitted with the offer.

19. Indemnity

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

20. Fraud and Corrupt Practices

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

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

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



from the date such Bidder or Consultant, as the case may be, is found by the Employer/PDC to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

21. Ownership of Document and Copyright

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

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



SECTION-III: DATA SHEET



DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	Ministry of External Affairs, New Delhi
2.	2.2.	Name of the Assignment /Job is	Consultancy Services for Preparing “Detailed Project Report” (DPR) for Provision of Container Terminal with Container handling facilities / at Port of Sittwe& IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project
3.	2.1	Method of Selection	Quality and Cost Based Selection (QCBS)
4.	2.3	Date & time and address for submission of Bid	Date : 09.01.2017 Time : Latest by 1500 Hrs (IST) Address: ONLINE submission Inland Waterways Authority of India (IWAI) , A-13, Sector 1, Noida, Uttar Pradesh (201301), India.
5.	4	A pre-Bid meeting will be held on	Date : 09.12.2016 Time : 1030 hrs. Venue : Inland Waterways Authority of India (IWAI) , A-13, Sector 1, Noida, Uttar Pradesh (201301), India.
6.	5.1	Last date for seeking clarifications	Date : 06.12.2016 Time : 1700 hrs. Email ID: kpmu.iwai@nic.in kpmuiwai@gmail.com , ce.iwai@nic.in
7.	6.1	EMD	INR 5.0 Lakhs
8.	6.2	Tender Fee	INR 5000/-
9.	6.3	Bank Solvency	INR 100 Lakhs



CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
10.	6.7	Bid Validity	180 days after opening the Technical Bid
11.	3.3	Similar works	Similar works shall include port / IWT developments, Containerization, Construction/ modification of ports, Inland Waterways.
12.	-	JV/consortium allowed	No
13.	3.7	The estimated number of key Personnel required	10(Ten)
14.	-	The formats for the Technical Bid	FORM 4A: Form of Tender
			FORM 4B: Eligible Projects
			FORM 4C: Average Annual Turnover
			FORM 4D: Power of Attorney
			FORM 4E: Curriculum Vitae (CV) for Key Personnel
			FORM 4F: List of Ongoing assignments
			FORM 4G: Declaration by the Bidders FORM 4H: Bidder information sheet
15.	-	Consultancy Period	FORM 4I: Team composition and Task assignment/jobs FORM 4J:Description of approach, methodology and work plan for performing the assignment/job
			Full time from the date issuance of LOA.
16.	15.3	Bid Opening date and time	Date: 09.01.2017 Time : 1530 hrs.
17.	17.3	Location of Assignment	Sittwe port, Paletwa port, Kaladan River from Paletwa to sea.



SECTION-IV: TECHNICAL BID STANDARD FORMS



FORM 4A: Form of Tender

To,
The Chief Engineer,
Inland Waterways Authority of India
A-13, Sector 1, Noida,
Uttar Pradesh (201301),
Dear Sir,

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

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

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

We have deposited with the The Chief Engineer, Inland Waterways Authority of India, A-13, Sector 1, Noida, Uttar Pradesh (201301),, an amount of Rs.(in words) vide RTGS/NEFT/Cheque/DD No.of..... Bank dated..... as Earnest Money for the Tender.

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

We, the undersigned, offer to provide the consulting Assignment/Job for [Insert title of Assignment/Job] in accordance with your Request for Bid dated [Insert Date] and our Technical Bid. Our attached Financial Bid is inclusive of all applicable taxes except service tax as on date. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid. Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated inclause.....We understand you are not bound to accept any Bid you receive.

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

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



Witness_____

Signature_____

Name_____

(IN BLOCK LETTER)

Date_____

Name_____

Designation_____

Name of Company_____

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



FORM 4B: Eligible Projects

Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your Consultant/Consulting firms, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying out consulting services similar to the ones requested under this assignment.]

1. Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
2. Exhibit only five best projects undertaken in the last seven(7) years.
3. Projects without the proof of completion certificates including start Date, end date and value of the work executed from respective client will not be considered.
4. Projects that have been substantially completed shall also be considered. Substantially completed projects shall be based on 90% or more works completed under the contract.
- 5.

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



Consultant/Consulting firm's Name : _____

Authorized Signature : _____

Note:

1. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 5% per annum, calculated from the date of completion to the last date of submission of bid.
2. Bidder should mentioned the maximum value of similar works executed during the last seven years (adjusted to 60 days the Bid submission date).

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



FORM 4C: Average Annual Turnover of Applicant

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

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation:

Name of Consultant/Consulting firms:

(Signature of the Statutory Auditor Seal of the Concern)

Note:

1. In case the Consultant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.



FORM 4 D: Power of Attorney

Know all men by these presents, We..... (name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.son/daughter/wife and presently residing at who is presently employed with/retained by us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Consultancy Services for Preparing “Detailed Project Report” (DPR) for **Provision of Container Terminal with Container handling facilities / at Port of Sittwe& IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project**, including traffic study, Trade between India and Myanmar through these ports, transshipment under Kaladan Multi-Modal Transit Transport Project, its viability, EIA/SIA study etc.

The selection of Consultant for Ministry of External Affairs (the “Employer”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer/PDC , representing us in all matters before the Employer/PDC , signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer/PDC/IPGPL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

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

IN WITNESS WHEREOF WETHE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER
OF ATTORNEY ON THIS ... DAY OF , 20__



For.....

(Signature, Name, Designation and Address)

Witnesses:

1.....

2.....

Accepted

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.



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

1. Proposed Position/Designation :
2. Name of Consultant/Consulting firms
[Insert name of Consultant/Consulting firms proposing the staff] :
3. Name of Staff: [Insert full name] :
4. Date of Birth :
5. Nationality :
6. Education
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated] :
7. Membership of Professional Associations :
8. Other Training :
9. Countries of Work Experience :
[List countries where staff has worked in the last ten years]:
10. Language Known :
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
11. Employment Record :
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):
dates of employment, name of employing organization, positions held]

From [Year] : To [Year] :
Employer :
Positions held :



12. Detailed Tasks Assigned :

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

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

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

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

14. Certification:

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

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

Date :

[Signature of staff member]

[Signature of authorized signatory of the Conern]

Place:

[Full name of authorized representative]



FORM 4F: List of Ongoing Assignments

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



FORM 4G: Declaration by the Bidders

To,

Date :

The Chief Engineer,
Inland Waterways Authority of India,
A-13, Sector 1, Noida,
Uttar Pradesh (201301),

Kind Attention: -----

Sub: Declaration from the Bidder

Tender Reference No.: _____

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

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

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

Yours Faithfully

(Signature of the Bidder, with Official Seal)

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



FORM 4H: Bidder information sheet

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

Note:

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



FORM 4I: TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sl. No.

Name of Staff

Name of Firm

Area of Expertise

Position / Task assigned for this job



**FORM 4J: DESCRIPTION OF APPROACH, METHODOLOGY AND
WORK PLAN FOR PERFORMING THE
ASSIGNMENT/JOB**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]



SECTION – V: FINANCIAL BID STANDARD FORMS



Form Fin — 2: Summary of Costs (Below Sl. No.5 will be used for Price bid evaluation)

Sl. No.	Particulars	Amount (in Figures)	Amount (in Words)
1.	Consultancy Fee (Form Fin-3)		
2.	Remuneration (Form Fin-4)		
3.	Miscellaneous (Form Fin-5)		
4.	Other expenses		
5.	Total (all Inclusive except service tax)		

Authorized Signature

Name :

Designation :

Name of Concern :

Address :



Form Fin — 3: Consultancy Fee for Containerization of Sittwe and Paletwa (For informative Purpose)

Total Rupees in Words:

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

SI. No.	Reports to be delivered	Cost in INR
1.	Inception Report	
2	Existing infrastructure / Resource traffic assessment and Containerisation of both ports with bare minimum modification report.	
3	Containerization methodology with existing infrastructure modification or new infrastructure	
4	Equipments required in ports, lead time, cost, list of manufacturers, cost of installation. For making existing infrastructure suitable for handling containers.	
5	Any additional navigational aid required, lead time and cost of installation	
6	Master plan 1 and 2 comparison, its viability etc.	
7	Climatic conditions study	
8	Design of Container ship/ barges for IWT, lead time	
9	Trade and Traffic survey and potential of expansion	
10	Shore facility, ICDs, warehouses, stack yard, connectivity to port, etc.	
11	EIA/SIA study for new sight or new construction.	
12	Application to GoM and follow up	
13	Dredging requirement, capital (if suggested) and maintenance, method of dredging, method of disposal of dredged material	
14	In case of further dredging in river suggested then Work required on Kaladan river banks to protect both side banks. whole in general and Sittwe to Paletwa Ports in particular.	
15	EIA / SIA study for additional dredging if any.	
16	Equipments required in ports, lead time, cost, list of manufacturers, cost of installation for new construction or expansion of Port.	



17	Geotech survey (required only in case of any expansion/ new construction suggested)	
18	Contingency plans	
19	Tariff fixing for various port services for both ports and its mechanism	
20	Freight charges fixing for various cargo Export / import/ coastal and FG.	
21	HR requirement and costs	
22	O & M of all the infrastructure and costs	
23	Project viability, cash flows,	
24	Field survey and investigation reports	
25	Draft tender document for containerization, modification, new acquiring of equipments, infrastructure development	
26	Compile all and submit Containerization DPR	
27	Presentation of DPR at Delhi or Noida or Mumbai.	
28	Final Layout Plan	
29	If there is new site construction is suggested at Sitwe then all statutory clearances from the concerned authorities as well EIA/SIA approvals from appropriate authority of GoM, is required	
30	If there is new site construction is suggested at Paletwa then all statutory clearances from the concerned authorities as well EIA/SIA approvals from appropriate authority of GoM is required	
31	If there is more dredging is suggested from sea to Sittwe then all statutory clearances from the concerned authorities as well EIA/SIA approvals from appropriate authority of GoM is required	
32	If there is more dredging is suggested from Sittwe to Paletwa then all statutory clearances from the concerned authorities as well EIA/SIA approvals from appropriate authority of GoM is required.	
33	If new site construction is suggested at Sittwe then hydrography survey around that area is required to be carried out.	
34	If there is new site construction is suggested at Paletwa then	

	hydrography survey around that area is required to be carried out.	
35	If there is more dredging is suggested from sea to Sittwe then hydrography survey around that area is required to be carried out.	
36	If there is more dredging is suggested from Sittwe to Paletwa then hydrography survey around that area is required to be carried out.	
Total		

Authorized Signature

Name :

Designation :

Name of Consultant/Consulting firms :

Address :



**Form Fin — 4: Estimate (For informative Purpose)
(Personnel Costs)**

A. Consultancy Service (as required)

SI No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
1.	Project Coordination cum Team Leader			
2.	Geology / Soil Expert			
3.	Socio-economic Expert			
4.	Hydrology Expert			
5.	Port Management expert			
6.	Finance expert ICWA/CA			
7.	Shipping development, Traffic expert			
8.	Shipping development, container equipment expert			
9.	Civil Eng. Subsea expert			
10.	Structure Designer			

B. Additional Project Staff (as required)

SI No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
1.				
2.				
3.				
	Total			

Note:

1. Man-months rate and corresponding total amount in Form Fin-4 shall include total emoluments, expenditure allowances, overheads & bonuses, and all local taxes including service tax and cess thereon.
2. The person-month quantity is an estimated requirement. These estimations will be the basis for Financial Bid Evaluation. Actual person-month utilized will vary according to project requirement and as approved by the client. In case any of the Key Personnel are not available for number of days, then his salary indicated in Form Fin 4 will not be paid prorata basis.



3. Any additional man power used by the Consultant to complete the project within timeline will have no extra cost to employer.

Authorized Signature

Name&Address



Form Fin — 5: Miscellaneous Expenses (For informative Purpose)

SI No.	Designation	Man-months Required	Man-month Rate (INR)	Total Amount (INR)
1.	Housing + Travel Expenses			
2.	Site Expenses –set up			
3.	Site Expenses –monthly			
4.	Local Transport			
5.	Others			
	Total			

Total Amount (INR) :
Only



SECTION-VI: TERMS OF REFERENCE (ToR)



1. Introduction and Brief Scope of Work

- 1.1 Refer Section II Instruction to bidders 1.0 Background
- 1.2 The Consultant should study existing infrastructure at both Sittwe & Paletwa, its minimum modification and optimum use of backup area for containerization, providing minimum required equipments and suggest design and estimates.
- 1.3 The Consultant should also study and suggest design, estimates of new container jetty in area reserved for future expansion and optimum use of existing backup area at both Sittwe & Paletwa.
- 1.4 The feasibility report of above two options with complete analysis in detail as well as viability of the project and suggestion of appropriate option will be submitted by Consultant in final DPR.

2. Scope of the Work:

- 2.10 The scope of work includes study and preparation of detailed project report for provision of container terminal with Container Handling Facilities, including traffic study, the trade between two countries India and Myanmar through these ports, transshipment, Kaladan Multi-Modal Transit Transport, its viability etc. at Sittwe & Paletwa ports in Myanmar.

The scope of work for this assignment is detailed study of the following (but not limited to) has to be undertaken by the Consultant and the Detailed Project Report compiled and submitted to MEA, IWAI and IPGPL.

2.11 Resource assessment and existing infrastructure:

- a) Study to explore about the possibility of using of existing available infrastructure at both the ports, dredged channel, approaches to port, Open and closed storage area, cargo handing equipments, Navigational aids, approach jetty, Port jetty, IWT jetty etc for container movement in both the ports.
- b) Usage and suitability of newly constructed 6 nos cargo barges to transport containers from Sittwe to Paletwa (river Transit).
- c) Bare minimum modification of existing infrastructure.



- d) Study the availability of required material/equipment for containerization of the both ports.
- e) Procurement of minimum equipment to handle containers at both ports along with approximate lead time with respect to ordering and delivery of the necessary material and the equipment.
- f) Requirements of Container handling equipment such as Ship-shore Gantry cranes, Rail mounted yard cranes, Rubber tyred yard cranes, Empty Container Handlers and Reach-stackers, jib crane, container scanning X ray facility, weigh bridge, reefer sockets, un-interrupted power supply, illumination by high mast towers, trailers, etc. Spare parts connectivity, repairs facility, weightment facility, scanning facility, stuffing/destuffing facility, reefer facility, IMDG cargo facility, Contingency plans etc.
- g) Open as well as closed warehouse Space for stacking, storing, repairs, vehicle movements, parking, LCL/ FCL(Less container or full container load) / transshipment cargo(TP) handling, Inland Container Depot (ICD), Container Freight Stations (CFS), Non-vessel Operators (NVO) & Vessel Operators (VO), Multimodal Transport Operators (MTO's), port users offices, tugs, pilot launches, pilots, mooring boats, garbage and sludge reception facilities, bunkering facility, administrative block, residential blocks, etc. Handling of various types of containers such as TEU, FEU, Flat rack, tank-container, OH/OW/OG containers, IMDG / reefer / chemicals containers etc.
- h) Manning, Operation and maintenance of the ports.
- i) Authorities such as PHO, Immigration, Customs, Explosive inspectors, surveyors, etc. at both ports.
- j) Contingency preparedness under ISPS, Security, firefighting, thefts, accidents, hospitalisation, etc and preparation of Contingency plan against fire in port/crafts, Marine casualty, ships grounding, Marine pollution, Adverse weather conditions, Cyclone, floods etc. Infrastructure required for the same.
- k) Preparation of a detailed master plan for optimum use of existing infrastructure with minimum additional as well as stand by facilities.
- l) The estimated cost for modification of existing terminals for container movement including additional equipments, its schedules, time lines for completion and its costing details.
- m) If the project can be undertaken stage wise in phased manner, and complete details thereof.



2.12

New construction or Major Modification of Jetty:

- a) The Consultant will study considering new container terminal is to be constructed as a second option .
- b) For new jetty, infrastructure development civil engineering, geotechnical, hydrography, siltation, tides, currents, EIA/SIA aspects should be also considered.
- c) Geotechnical investigation is to be carried out at the proposed terminals location at Sittwe and Paletwa.
- d) Both ports large area is already earmarked for future developments. The suitability of existing land at future developed area at Sittwe/Paletwa for construction of container terminal and for its future expansion is to be analyzed by the Consultant and suggestion if any for alternate location may also be explored and indicated in DPR.
- e) Preparation of a detailed master plan of new construction and optimum use of existing backup facilities. He will propose detail design and drawings, quantity of piles, required with its size, dimension of jetty, back up facilities structure etc. and its costing and viability.
- f) EIA / SIA study for the new construction, modifications of the container terminal at Sittwe and Paletwa, EIA and SIA approvals / clearances by complying various applicable Acts from GoM will be part of DPR. Site visit, reconnaissance survey, collection of secondary data on meteorology, flora, fauna, forest, ecologically sensitive areas, topography, geology, archaeological sites within the study areasuch data will be analysed in an approved lab of GoM. Ambient air , water quality, noise level, soil testing, aquatic ecology, identification of sources of pollution, action plan for conservation of natural resources, Solid Waste Management Plan, Disaster Management Plan (DMP) including Oil Spill Response Plan, and obtain necessary clearance.

2.13

Hydrography survey:

- a) The Consultant will carry out hydrography survey near and around new construction site upto dredged channel at both Sittwe & Paletwa. The Consultant will prepare a siltation report, identify the shoals and siltation, rate of siltation and suggest requirement of dredging with quantity of mud in CBM to achieve the



dredged depth of 7.9 mtrs at Sittwe and 2 mtrs at Paletwa , the proposed method of dredging and its disposal of material (dumping ground).

- b) In case The consultant suggest more deeper channel from Sea to Sittwe and from Sittwe to Paletwa, then he will carry out detailed hydrography survey of entire existing dredged channel / passage from Sittwe outer roads to Sittwe and from Sittwe to Paletwa (approach channel, access channel, port basin and terminal survey), prepare a siltation report, identify the shoals and siltation, rate of siltation and suggest requirement of dredging with quantity of mud in CBM to achieve proposed depth, the proposed method of dredging and its disposal of material (dumping ground)
- c) For both above activities the Consultant will study river banks structure and suggest protection of river banks against sliding down or collapse during heavy rains/floods or during additional dredging requirement. SIA/EIA study to carry out and consultant will obtain clearance from GoM. The Key Experts of EIA/SIA Consulting Organization will visit the study area. The cost of approval will be included in the priced bid.

2.14

Trade Potential:

- a) Complete detailed study is required to be carried out about cargo movement/ trade between India to Mizoram, India to Myanmar, Myanmar domestic coastal cargo, and transshipment cargo from Myanmar to India and vice versa, import export of cargo to any other country. Projections of at least next 20 years should be forecasted. Political scenario also should be studied.
- b) Considering above Viability of the Containerization project including expansion potential should be thoroughly reported in DPR.
- c) The infrastructure/ container handling facility suggested will be proportionate to container traffic projections.
- d) For limited container trade potential proper development of existing container terminal may suffice the requirement. Only mobile harbor crane with spreader may be sufficient at both ports if other parameters permit.



2.15

Local climatic conditions:

- a) The consultant must study the weather, tides, monsoon, River as well as tidal currents, floods, rainfall, depth available, waves, silting and possibility of tsunami etc. at both ports. A model study of the Sittwe as well as Paletwa Port area and all along the sea river passage must be done to understand the siltation pattern.
- b) Contingency plan against each threat and Emergencies.

2.16

Container Vessels Design:

The number, length / capacity of container vessels, IWT vessels/barges suitable for both ports, are to be designed according to the New DPR recommendations and based on the traffic potentials. Optimum number and size of container ships, barges for both the ports required, and also proposal for their construction with estimated cost and lead time.

2.17

Local facilities and Infrastructure:

- a) Redundancy arrangements.
- b) Connectivity of Spares and lead time, custom clearing process step by step, Site accessibility details,
- b) Operation and Maintenance of container terminals at Sittwe and Paletwa along with deployment pattern of manpower, cost involved for its operation and maintenance for a suitable period.
- c) Dry docking facility,
- c) Site accessibility details.
- d) Infrastructure required for round the clock operations.
- e) Additional navigational aids (audio/electronic/lights etc.) for day and night navigation up to Paletwa and if it is viable proposal.
- f) Operation and maintenance of the port infrastructure and container vessels/ barges.
- g) Field survey and investigation is to be done by the consultant

2.18

Tariff and Freight:

Tariff for all the port operations and suggestion of tariff for economical operation of the ports, tariff fixing mechanism must be part of the DPR.



Similarly freight charges for barges / IWT vessels for Sittwe / Paletwa and vice versa river passage should be suggested for Coastal as well as foreign origin or export import cargo.

2.19 If the project can be undertaken stage wise in phased manner, and details thereof.

2.20 Method of Implementation of the Project, Consultant shall recommend different methods for implementation of project (Turnkey basis or BOQ basis). An elaborate sequencing of milestones during execution of project shall form part of the report. Consultant should also identify and report potential hazards and risks to be foreseen and its mitigation measures. The consultant shall suggest various alternatives also, project implementation schedule for entire project execution.

2.21 **Cost Estimation and Financials details:**

Review all aspects of the project and prepare a detailed breakup of cost estimate of each component of the project. Financial viability of projects including details of following heads shall be furnished.

- Various Revenue models and estimates of revenue & operating Costs
- Cost comparison for modification of existing infrastructure with respect to new proposed infrastructure is to be indicated and advantage and disadvantage of above to be given.
- Costs should be including Human Resources, repairs, maintenance, spares, Planned Maintenance System (PMS), running cost, administrative cost, local taxes, duties, insurance, etc.
- Operation and Maintenance of container terminals at Sittwe and Paletwa along with deployment pattern of manpower, cost involved for its operation and maintenance for a suitable period.
- Profitability analysis
- Projected Balance Sheet and Cash flow statement
- Base Indicators – IRR, NPV, etc.

2.22 **Legal and Statutory Aspects**

Review legal and statutory aspects for the proper implementation of the project. Exhaustive list of clearances, NOCs required to be taken along with process to obtain them in order to execute and operate shall be furnished. Applicable local laws, International conventions, etc should be taken into account.



2.23 The Consultant has to prepare draft tender documents for construction, modification of container terminal, tender for procurement of equipments, stores, tender for building new vessels/ barges, etc. at Sittwe and Paletwa and same to be submitted along with the Final DPR.

2.24 **Instructions:**

Detailed Project Report compiled based on Scope of work provided above shall be compiled in a sequential manner.

Final Detailed Project Report must contain all the relevant aspects, failing which report shall be considered incomplete and unacceptable. However Consultant should include any other essential information with respect to containerisation which may not be mentioned in above scope, but seems to be necessary for the project.

Consultant shall submit 4 nos copies which includes hard copies (3 copies) and 1 editable soft copies) of all the reports, drawings and assessments, one copy each to IPGPL/IWAI/MEA however 23 copies of final DPR document which includes hard copies (20 copies) and 3 editable soft copies) will be submitted .

At any time during preparation of DPR, IPGPL or IWAI or MEA may request the consultant for incorporating any change in Report and Consultant shall acknowledge and address the changes requested by IPGPL / IWAI / MEA in such manner.

Consultant shall also be required to give presentation to IPGPL / IWAI / MEA based on final draft of Detailed Project Report, in Noida / New Delhi or also to GoM at Yangon and there after finalise the report.

The Consultant will submit comparison / viability report, advantages / disadvantages of various options suggested by him.

Lay out plan of Sittwe and Paletwa port is placed at ANNEX X & XI

3.0 Man Power Requirement

In order to carry out the present assignment as per the schedule and considering the Scope of the Work, it is suggested to engage the services of following key personnel one number each in particular domain/expertise however the Consultant is free to engage any additional manpower over and above key personnel as required by him to complete the project with in time frame at no additional cost to the Employer.



Details of Domain Key Experts/Professionals for Engagement in Consultancy Services

SI. NO.	Key Personnel	Qualification and Experience
1.	Project Coordinator cum Team Leader (Full Time input)	Must have Bachelor's Degree in Civil / Mechanical Engineering with experience in Coordinating for Ports & Harbour expansion project (s) OR IWT Projects with at least 15 years' experience in the field. Familiarity with Containerisation also desirable Master's Degree preferable.
2.	Geology / Soil Expert (Intermittent basis input for maximum period of 4 months)	Must be a QCI/NABET Accredited for Category "A" Expert or Masters in Geology or related courses with at least 10 years' experience of providing required inputs in preparation of EIA & EMP reports.
3	Socio-economic Expert (Intermittent basis input for maximum period of 3 months)	Must be a QCI/NABET Accredited for Category "A" Expert or Degree in Sociology /MSW/Economics with at least 10 years' experience of conducting socio-economic survey.
4	Hydrology Expert (Intermittent basis input for maximum period of 5 months)	Must be a QCI/NABET Accredited for Category "A" Expert or B.E./B. Tech (Civil), M.Tech (Civil) with specialization in Hydrology with at least 10 years' experience of providing required inputs in preparation of EIA & EMP reports.
5	Port Management expert	PGDM or degree in Port management with at least 10 years of experience in port expansion/ development projects/ operations.
6	Finance expert	Experience of at least 15 years in various projects ICWA/CA/MBA (Finance)
7	Shipping development, Traffic expert	Master FG / Extra Master with ports development projects experience 10 years preferred Masters Degree in Port Management.
8	Shipping development, container equipment expert	First class Marine Engineer or Extra Chief/ Naval Architect with experience in port development projects for 5-10 years Bachelor Degree in Engineering
9	Civil Eng. Subsea expert	Civil Engineer with Sub sea construction experience for 10 years
10	Structure Engineer	Structural Engineer with relevant experience in various



		marine projects for 10 years.
--	--	-------------------------------

4.0 Time Schedule and Deliverables

Total period of this 'Consultancy Services' shall be full time from the date of the signing of the contract with Ministry of External Affairs. It is to inform that time is the essence of the contract as the work under this contract is very important and critical factor for the timely execution of the project. The selected Consulting Organization will have to submit the following reports, application forms and proposals timely for statutory clearance along with the review and incorporation of the comments given by the project proponent are summarized below:

Sl. No.	Reports to be delivered	No. of Copies		Time Schedule in days From Issuance of LOA
		Hard	Soft PDF and editable	
1.	<ul style="list-style-type: none"> Inception Report 	3	1	T+ 45
2	<ul style="list-style-type: none"> Existing infrastructure / Resource traffic assessment and Containerisation of both ports with bare minimum modification report. Containerization methodology with existing infrastructure modification or new infrastructure Equipments required in ports, lead time, cost, list of manufacturers, cost of installation. For making existing infrastructure suitable for handling containers. 	3 3 3	1 1 1	T+90

3	<ul style="list-style-type: none"> • Any additional navigational aid required, lead time and cost of installation • Master plan 1 and 2 , comparison, its viability etc. • Climatic conditions study • Design of Container ship/ barges for IWT, lead time • Hydrography survey Reports • Trade and Traffic survey and potential of expansion 	3 3 3 3 3 3	1 1 1 1 1 1	T+120
4	<ul style="list-style-type: none"> • Shore facility, ICDs, warehouses, stack yard, connectivity to port, etc. • EIA/SIA study for new sight or new construction. • Application to GoM and follow up • Dredging requirement, capital (if suggested) and maintenance, method of dredging, method of disposal of dredged material • In case of further dredging in river suggested then Work required on Kaladan river banks to protect both side banks from collapse. Whole in general and Sittwe to Paletwa in particular. • EIA / SIA study for above • Equipments required in ports, lead time, cost, list of manufacturers, cost of installation for new construction or expansion of Port. 	3 3 3 3 3 3 3	1 1 1 1 1 1 1	T+135

5	• Geotech survey (required only in case of any expansion/ new construction suggested)	3	1	T+150
	• Contingency plans	3	1	
	• Tariff fixing for various port services for both ports	3	1	
	• Freight charges fixing for various cargo Export / import/ coastal and FG.	3	1	
	• HR requirement and costs	3	1	
	• O & M of all the infrastructure and costs	3	1	
	• Project viability, cash flows,	3	1	
6	• Field survey and investigation reports	3	1	T+165
	• Obtain clearance from GoM	3	1	
	• Draft tender document for containerization, modification, new acquiring of equipments, infrastructure development	3	1	T+180
	• Compile all above and present Containerization DPR Presentation at MEA or IWAI or GoM (Delhi, Noida or Yangon)	3	1	
	• Final DPR Submission	20	3	T+180
• All mandatory statutory clearances from the concerned authorities. EIA/SIA approvals from appropriate authority of GoM only if new site construction or new construction or more dredging is suggested.	In Original form			

- The Consultant should endeavor that all the drawings, maps documents reports, presentation material etc. are computerized and in editable/reproducible format.

- All the drawings, maps, documents, reports, presentation material etc. to be furnished by the consultant should be clear, legible to read and neat in presentation.
- If additional copies beyond the above numbers are required to the employer/IPGPL/IWAI or any statutory body for review and clearances. The Consultant /Bidder will provide extra copies of the reports, map etc. (not exceeding 2 copies) and no additional cost to be paid by employer/IWAI/IPGPL for the same.

5.0 Technical Assistance

The Consultant shall obtain all the necessary clearances from appropriate authorities of GoM. The Project Coordinator cum Team Leader shall arrange for presentation about progress, surveys, field work etc. to the Authorities / statutory bodies whenever required on behalf of the project proponent/IPGPL/IWAI. These will be at no additional cost to employer/PDC/IPGPL. The consultant's representative will attend project coordination meeting in Myanmar, in case requested.

6.0 Site Organization

The selected Consultant shall depute well-qualified officers/team having sufficient experience in execution of similar works as indicated in this RFP. If the progress of work is found unsatisfactory during the currency of the contract, Consultant's Bidder shall promptly mobilize additional personnel/resources for ensuring satisfactory progress and timely completion of the proposed study and necessary clearances under the contract without extra cost to Employer/PDC/IPGPL.

7.0 Obligations and Responsibility/Inputs by IPGPL/IWAI/MEA

- a) PDC shall assist to the Consultant to obtain all necessary permissions for the carrying out the Consultancy work from the various government departments in Myanmar. However, it shall be on the part of Bidder to get all these permissions. The Consultant/Bidder has to pay all the necessary fees for permission, passes, VISA's, collection of data etc.
- b) IPGPL/IWAI/MEA shall provide copy of first DPR report prepared by RITES in 2003, only for taking reference during the study.
- c) IPGPL/IWAI/MEA may appoint a third party inspector / supervisor to supervise the work performed by the Consultant.



8.0 Payment Terms and Conditions

8.1 Mobilisation advance of 10% of contract value will be given against 110% of Mobilisation advance of Bank Guarantee from Nationalised Bank having validity period equal to contract period upon request received from Consultant after signing the contract and Bank Guarantee will be released at stage no. 6 of payment scheduled and mobilization advance will be treated as part of payment. Mobilised advance will be charged 10% p.a. simple interest till recovery, which will be adjusted against payment terms.

The terms of payment along with desired deliverables by employer/IWAI for the proposed assignment have been summarized below.

SI. No.	On Submission of the Report	Time Schedule in days from Issuance of LOA	Payment %
1.	<ul style="list-style-type: none">• Inception Report	T+45	10
2	<ul style="list-style-type: none">• Existing infrastructure / Resource traffic and Containerisation assessment of both ports with bare minimum modification report.• Containerization methodology with existing infrastructure modification or new infrastructure• Equipments required in ports, lead time, cost, list of manufacturers, cost of installation. For making existing infrastructure suitable for handling containers.	T+90	10

3	<ul style="list-style-type: none"> • Any additional navigational aid required, lead time and cost of installation • Master plan 1 and 2 , comparison, its viability etc. • Climatic conditions study • Design of Container ship/ barges for IWT, lead time • Hydrography survey Reports • Trade and Traffic survey and potential of expansion • Shore facility, ICDs, warehouses, stack yard, connectivity to port, etc. 	T+120	10
4	<ul style="list-style-type: none"> • EIA/SIA study for new sight or new construction. • Application to GoM and follow up • Dredging requirement, capital (if suggested) and maintenance, method of dredging, method of disposal of dredged material • In case of further dredging in river suggested then Work required on Kaladan river banks to protect both side banks from collapse. Whole in general and Sittwe to Paletwa in particular. • EIA / SIA study for above 	T+135	10

5	<ul style="list-style-type: none"> • Equipments required in ports, lead time, cost, list of manufacturers, cost of installation for new construction or expansion of Port. • Geotech survey (required only in case of any expansion/ new construction suggested) • Contingency plans • Tariff fixing for various port services for both ports • Freight charges fixing for various cargo Export / import/ coastal and FG. • HR requirement and costs • O & M of all the infrastructure and costs • Project viability, cash flows, 	T+150	5
---	---	-------	---

6	<ul style="list-style-type: none"> • Field survey and investigation reports • Obtain clearance from GoM • Draft tender document for containerization, modification, new acquiring of equipments, infrastructure development • Compile all and submit Containerization DPR Presentation of DPR at Delhi or Noida or Mumbai. • Final Layout Plan • All mandatory statutory clearances from the concerned authorities. EIA/SIA approvals from appropriate authority of GoM only if new sight construction or new construction or more dredging is suggested. Original clearance submission. 	T+165	5
7	<ul style="list-style-type: none"> • Final report after all suggestions • EIA/SIA approvals from GOM 	T+180	30
8	<ul style="list-style-type: none"> • Acceptance of DPR by Employer 		10

Note: Service tax will be reimbursed to the Consultant /Bidder on producing proof of payment.

9.0 Mode of Payment:

The complete invoices in all respects is to be raised by the Consultant to ‘The Chief Engineer, Inland Waterways Authority of India,A-13, Sector 1, Noida, Uttar Pradesh (201301), who shall process the same after due verification and forward it to MEA. The payment shall be paid through RTGS/NEFT (Format for details /data to be furnished by the bidder is enclosed)..

No interest will be payable on the payments.

10. General Guidelines for documentation, presentation and submissions:



- 10.1 All reports /documents should be properly indexed and properly page numbered.
- 10.2 Period, date and time (baseline data generation) of data collection should be clearly indicated.
- 10.3 The Bidder shall be responsible for the correctness of the technical contents/data in the reports and shall submit addendum/revised reports, if called for to meet the requirements of the tender processing committee, Statutory / Non-Statutory Bodies for obtaining project related clearances/permissions within the quoted prices.
- 10.4 The Selected Consultant/Bidder shall carry out the study as per the latest rules & regulations/norms/amendments/guidelines whenever issued by the Statutory Bodies during currency of the contract shall be within the scope of services.
- 10.5 The services like presentation, attending meetings/public consultation, liasoning with relevant Statutory/Non-Statutory Bodies etc. shall be within the scope of services for obtaining the clearances. At least two such meetings / presentations may be required after 6 months i. e. completion of the contract period and final submission of the DPR. These will be at no additional cost to Employer/PDC/IPGPL.
- 10.6 Except for the modifications and deviations that are specifically agreed by IWAI, the selected Consultant/Bidder shall strictly perform the work and successfully complete the same in all respect as per the Terms and Conditions contained in the Bid document.
- 10.7 The selected Consultant/Bidder shall arrange, secure and maintain insurance as may be necessary and for all such amount to protect his interest and the interest of the owner, against all risks for the subject assignment/works. The responsibility to maintain adequate comprehensive insurance coverage on all risks basis at all times during the period of contract shall be that of the selected bidder alone. The selected bidder's/consultant's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance cover to be taken by the Consultant shall be in joint name of the Employer/PDC and the Consultant. The Consultant shall, however, be authorized to deal directly with the insurance company and shall be responsible with regard to maintenance of all insurance cover. Any loss or damage to the equipment, during handling, transporting, testing shall be to the account of the Consultant. The Consultant shall be responsible for all claims and make good for the damage or loss by way of repairs and / or replacement of the portion of the works damaged or lost.



- 10.8 The Consultant if proposes new construction or new site or construction due to expansion of existing infrastructure, or additional dredging of approaches to Sittwe from sea, river passage from Sittwe to Paletwa, then only EIA / SIA study is required carried out pertaining to only particular aforesaid works and clearance from appropriate authority is required to be obtained.



SECTION –VII: STANDARD FORM OF CONTRACT



1. **Conditions of Contract**

- 1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1 “Employer” means the Ministry Of External Affairs (MEA), and with MEA the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and ToR of the contract.
- 1.1.2 “Principal/Owner” refers to Inland Waterways Authority of India (IWAI) / MEA
- 1.1.3 “Consultant” means any entity or person or association of person who provides the Services to the Employer /PDC under the Contract.
- 1.1.4 “Contract/Agreement” means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexures/Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms “Agreement” or “Contract” or “Consultancy Agreement” are interchangeable.
- 1.1.5 “Instructions to Bidders” means the document which provides Bidders with information needed to prepare their technical and financial Bids.
- 1.1.6 “NIT” means the notice inviting e-tender that is being sent by the Employer/PDC to the bidders.
- 1.1.7 “TIA” means the Tender Inviting Authority
- 1.1.8 “Assignment/Job” means the work/services to be performed / provided by the Consultant pursuant to this Contract.
- 1.1.9 “GCC” mean General Conditions of Contract.
- 1.1.10 “Accepted” means accepted in writing by the Employer/PDC including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.
- 1.1.11 “Applicable Laws” means the laws and any other instruments having the force of laws in India as well as Myanmar as they may be issued and in force from time to time.
- 1.1.12 “Approved” means approved by the Employer/PDC in writing and Approval means approval by the Employer/PDC as aforesaid.
- 1.1.13 The word “tender” is synonymous with “bid”, and “Tenderer” with “Bidder”
- 1.1.14 “Employer’s Representative(s)” means the Representative(s) appointed by the Employer.
- 1.1.15 “Bidder” means a private company/public company/partnership constituted under the relevant laws and who applies for this Consultancy Tender.
- 1.1.16 “INR”, Re. or Rs. means Indian Rupees.
- 1.1.17 “Key Personnel” means professionals staff provided by the Consultant
- 1.1.18 “Party” means the Employer/PDC or the Consultant, as the case may be, and Parties means both of them.
- 1.1.19 “Support Personnel” means the staffs that support the Key Personnel.
- 1.1.20 “Third Party” means any person or entity representing other than the Employer/PDC/IPGPL, the Consultant
- 1.1.21 “Bid” means the Technical and Financial Bids as mentioned under this tender.
- 1.1.22 “Terms of Reference” (TOR) means the document included as under Section V which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment/job.



- 1.1.23 “Contract sum” means the agreed and accepted Consultancy Fee as per the Letter of Award (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 1.1.24 “Work Order” means the Letter of Award issued by the IWAI conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- 1.1.25 “Day” means a calendar day beginning and ending at mid-night.
- 1.1.26 “Week” means seven consecutive calendar days
- 1.1.27 “Month” means the one Calendar month.
- 1.1.28 “Consultancy Services” means Consultancy Services/Works to be executed in accordance with the contract.
- 1.1.29. Project Development Consultant (PDC) means IWAI.
- 1.1.30 The word The Chief Engineer means, Inland Waterways Authority of India, A-13, Sector 1, Noida, Uttar Pradesh (201301)
- 1.1.31 “NABET” means National Accreditation Board for Education and Training (NABET) provides accreditation to schools, training course providers and auditors that meet the Board’s criteria and also offers a mechanism for their international recognition.
- 1.1.32 “QCI” means Quality Council of India (QCI) was set up jointly by the Government of India and the Indian Industry represented by the three premier industry associations i.e. Associated Chambers of Commerce and Industry of India (ASSOCHAM), Confederation of Indian Industry (CII).

1.2 Marginal Headings:

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

1.3 Interpretation

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neuter and the other way around, Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority.
- i. Agreement
 - ii. Letter of Acceptance, Notice to proceed with the work.
 - iii. Consultant’s Bid.
 - iv. Conditions of Contract.
 - v. Activity schedule and
 - vi. Any other document listed in the contract data as forming part of the contract



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

d) (i) PARTIES:

The parties to the contract are the consultant and the employer.

(ii) REPRESENTATIVES OF THE CONSULTANT SIGNING THE CONTRACT ON BEHALF OF THE CONSULTANT:

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

(iii) ADDRESS OF THE CONSULTANT AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE EMPLOYER/PDC

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

The Chief Engineer

Inland Waterways Authority of India

A-13, Sector 1, Noida,

Uttar Pradesh (201301),

Ph: 0120-2522971

Fax: 0120-2543973

Email id: kpmu.iwai@nic.in, kpmuiwai@gmail.com, ce.iwai@nic.in

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



Unless otherwise agreed by the Parties, all notices to be given under this Contract, including without limitation a notice of waiver of any term or related to breach of any term, shall be in writing and in English. Notices shall be given by hand delivery, recognized international courier, mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses or such other address, , or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

- e) **POWER OF THE CHIEF ENGINEER:** The Chief Engineer for all purposes of the contract including arbitration proceeding there under the Chief Engineer shall be entitled to exercise all the rights and powers of the Employer.

1.4 CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:

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

- i) Consultants are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced personnel, liasoning for delivering the desired result.
- ii) The successful consultant will have to execute an agreement with MEA on Rs. 100/- stamp paper (non-judicial) within 28 days from the date of issue of LOA. Format of agreement is placed at Annexure-II. The conditions of the agreement shall be binding on the consultant.
- iii) The acceptance of tender shall rest with the IPGPL/IWAI/MEA. The IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award, spilt up work and to reject the offer without assigning any reason is reserved with the Employer/PDC,
- v) Any breach of conditions of contract shall be brought to the notice of the consultant and he shall be given an opportunity to explain the fact, but the IPGPL/IWAI/MEA 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 shall insure all their personnel working on this project and keep IPGPL/IWAI/MEA indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the consultant will remain valid for 180 days from the date of the opening of the financial bid.
- viii) Suitable extension of consultancy period may be granted by IWAI only for reasons mention in Force Majure clause. The consultant shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- ix) The consultant shall not change nature and level of technical experts as well as other staff indicated in the Bid.
- x) The Consultant shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xi) The consultant shall observe all care & diligence while executing the work taking into consideration the similar Act of developed countries, prevailing condition/status of IWT sector in the Myanmar, the technological development in this sector as on date & future as well as the suggestion, views and comments obtained from the stake holders in this sector.
- xii) The consultant shall not without the prior written approval of the Employer/PDC, concede, transfer or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Employer/PDC shall have right to terminate this contract without assigning any reasons except for notifying the consultant of such termination in writing. The consultant in such case shall have no right to claim for compensation for any harm due to this termination. However, the consultant shall still remain responsible in case the Employer/PDC 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.
- xiii) The consultant shall make their own arrangements for the transport, accommodation, TA/DA of their personnel assigned to this consultancy work, visiting IPGPL/IWAI/MEA offices/ Officers of the statutory Authorities, stake holders including State/Central Govt. Dept., embassy, in India as well as in Myanmar, as may be required in connection with this consultancy work, attending discussions/ meeting/ presentations etc with concerned authorities.
- xiv) Consultancy fees quoted for the work would deem to have included all the incidental costs including cost of all the drawings, designs, reports, schemes, documents, workshops, public meetings, observations, data collection, study, etc. which would be required to be prepared by the consultant during the course of the assignment.



- xv) In the event of Consultant/Consulting firms closing its business, IPGPL/IWAI/MEA shall have the right to employ any other agency to complete the work at the risk and cost of the Consultant. The payment shall be made to Consultant up to the stage of services then completed. In this regard, decision of The Chief Engineer, IWAI shall be final and binding on the consultant.

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

- 2.1 Commencement & Completion of Contract: The consultant shall begin carrying out the services from the date of issuance of LOA (letter of award). The consultant shall complete the work in all respect as per the ToR to the entire satisfaction of the employer/PDC within a period of 6 months.

2.2 Extension/Reduction of Contract Period:

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

2.3 Modifications or variations:

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

2.4 Force Majeure

2.4.1 Definition

- a. For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's a performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes ,lockouts or other industrial action (except where



such party invoking force majeure to prevent), confiscation or any other action by government agencies.

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

2.4.2 **Measures to be taken:**

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

2.5 **Suspension:**

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



2.6 Termination

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

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

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

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

)

- a) If, as the result of force majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- b) If the employer/PDC fails to comply with any final decision reached as a result of arbitration.

2.6.3 Cessation of services: Upon termination of this contract by notice pursuant to clauses 2.6 of conditions of contract hereof, the consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly



manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

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

a) If the contract is terminated pursuant to clause 2.6.1, sub clauses (a) to (e), consultancy fee for services satisfactorily performed prior to the effective date of termination, less:

i. The amount of performance security:

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

2.6.5 Disputes about events of termination: If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.6.1 hereof has occurred such party may within forty five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of performance: The consultant shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods.

The consultant shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Employer/PDC and shall at all times support and safeguard the Employers/PDC/IPGPL legitimate interested in any dealings with Sub-Consultants or Third Parties.



- 3.2 **Conflict of Interests:** The consultant shall hold the Employers/PDC interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The consultant shall not engage and shall cause their personnel as well as their sub-consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the consultant shall promptly disclose the same to the PDC and seek its instructions.
- 3.3 **Confidentiality:** Except with the prior written consent of the Employer/PDC the consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the consultant and its personnel make public the recommendations formulated in the course of, or as a result of the services.
- 3.4 **Insurance to be taken out by the consultant:** The consultant shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its personnel deployed for the assignment and shall provide evidence to the PDC showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 **Reporting requirements:** The consultant shall submit to the PDC progress report of its activity as on 1st of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the report period (ii) A brief of the progress/stage achieved with reference to the ToR (iii) Places visited and officials contacted and (iii) problems, if any affecting the progress. All reports shall be delivered in soft copy also in addition to the hard copies. Besides, the consultant is to submit various reports as mentioned. Details of consultants personnel working at the site or in office related to this job.

The consultant is required to make a presentation at appropriate place (to be decided from time to time) on their Inception Report, Draft Containerization Report with existing infrastructure, trade, potential, other reports as specified in the work scope and schedules, Draft Final Report and Final Report at the time of submission of these reports as specified.



- 3.6 **Consultant's Actions Requiring Employers/PDCs Prior Approval:** The consultant shall obtain the PDC prior approval in writing before making any change or addition to the key personnel listed in their Bid.
- 3.7 **Documents prepared by the consultant to be the property of the Employer:** All plans, drawings, specification, design, reports, other documents, survey findings, analytical data and software made available to the consultant/prepared by the him under this contract shall become and remain the property of the Employer, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The consultant may retain a copy of such documents with approval of Employer/PDC and shall not use anywhere, without taking permission, in writing, from the PDC and the Employer/PDC reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the PDC prior written approval to such agreements and the Employer/PDC shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.
4. **Obligations and Responsibility / Inputs by IWAI:**
- a) IWAI shall assist to the Bidder to get all necessary permissions/clearances for the respective project. However it shall be on the part of Bidder to get all these permissions. Bidder has to pay all the necessary fees for permissions/ clearances/ collection of data etc. for completion of the Study.
 - b) IWAI shall furnish Feasibility Report / Detailed Project Report of the project to Bidder at the time of work execution only for taking reference. EIA & SIA /EMP Study is to be carried out as per GoM requirements only based on the actual data/details for the respective project site and obtain the clearance.(if Required)
 - c) IWAI shall provide only the available details / data and balance shall be managed by the Bidder. IWAI will introduce/ authorize the Bidder, if required, to collect data/ information within the quoted price from Statutory / Non- Statutory Bodies. Non availability of the required inputs from IWAI, which is not essential for IWAI to be furnished, shall not be an excuse for improper preparation of study report /delay in preparation.



5. Security Deposit/Performance Guarantee

- 5.1 The successful bidder has to submit a bank guarantee as a Security Deposit in the format provided in this tender document in favour of the Employer. The bank guarantee will be of an amount equal to 10% of the awarded value of the work and will be irrevocable guarantee from nationalized bank in India with validity of 180 days beyond the contract period. This Security deposit/performance bank guarantee shall be submitted within 21 days after the issuance of LOA.
- 5.2 The performance guarantee shall remain with Employer/PDC till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Employer/PDC is satisfied that there is no demand outstanding against the consultant.
- 5.3 On submission of PBG, the EMD will be returned to the Successful bidder within 15 days by the PDC.
- 5.4 If the consultant neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/PDC to forfeit either in whole or in part, the PBG furnished by the consultant. In case Consultant is due to the Employer/IPGPL/IWAI some cost and expenses that the Employer/PDC/IPGPL may have incurred and other money including all losses and damages which the Employer/PDC/IPGPL is entitled to recover from the Consultant, such amount has to be paid by Consultant to Employer/PDC/IPGPL and receipt obtained. However, if the consultant duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Employer shall return the PBG to the consultant.
- 5.5 In case of delay in the progress of work, the Employer/PDC shall issue to the consultant a memo in writing pointing out the delay in progress and calling upon the consultant to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the employer/PDC is not satisfied with the explanations offered, he may revoke the PBG and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the consultant.



5.6 All compensation or other sums of money payable by the Consultant to Employer/PDC/IPGPL, under the terms of the contract or any other contract or on any other account whatsoever, will be paid by the Consultant within 14 days of receipt of notice of demand from the Employer. Also in the event of the consultant's security deposit being reduced by reasons of such deductions or sale, as aforesaid the consultant shall, within 14 days of receipt of notice of demand from the Consultant, who will make good the deficit in his security deposit.

6. **Payment Terms**

- 6.1 (a) No advance payment shall be made except Mobilisation advance.
(a) Payment terms shall be as mentioned in clause 8 of ToR of this tender document.

6.2 **Mode of Payment:**

Invoices complete in all respects is to be raised by the Bidder to 'The Chief Engineer, IWAI The Chief Engineer, Inland Waterways Authority of India, A-13, Sector 1, Noida, Uttar Pradesh (201301), who shall process the same after due verification and the payment shall be paid through RTGS/NEFT (Format for details/data to be furnished by the bidder is enclosed).

7. **Liquidated Damage**

- i. If consultants fail to complete the whole of the works within the period specified under the agreement, the consultant shall pay to the IWAI as fixed and agreed liquidated damages and not as penalty @ 0.5% of the agreed fees for each week of delay.
ii. The aggregate maximum of liquidated damage payable to the IWAI under this clause shall be subject to a maximum of 10% of the total agreed fees.

8. **Arbitration**

In the event of any dispute or difference covering, relating to or raising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not to settled within thirty days, shall be referred to the sole arbitration of a person so nominated by the Chairman, IWAI, 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 Delhi. In view of the arbitration proceedings, the work under the agreement should not be suspended.

9. Defect liability period

The consultant shall keep IWAI indemnified against all claims arising out of this contract but not settled within this period. The consultant shall settle all pending claims within this period. Defect Liability period shall be 6 months beyond the contract period or after the submission of last deliverable as defined in clause 4.0 of ToR, whichever is earlier.

10. Laws Governing the Contract

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

11. Professional Liability

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

11.1.1 For any indirect or consequential loss or damage; and

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



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

12. **Miscellaneous Provisions**

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



To be signed by the bidders' and same signatory competent/ authorized to sign the relevant contract on behalf of MEA.

INTEGRITY AGREEMENT

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

BETWEEN

Ministry of External Affairs, Government of India represented through.....(Authorized representative who is authorized to sign to contract), Jawaharlal Nehru Bhawan, Ministry of External Affairs(MEA),23-D Janpath, New Delhi-.

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 Consultant/ Consulting firm/consortia)
through(Hereinafter referred to as the
(Details of duly authorized signatory)
"Bidder/Contractor" 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 (Tender No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "....." 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 Contractor(s).

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



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

Article 1: Commitment of the Principal/Owner

- 1) The 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 endeavor 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.

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

1. It is required that each Bidder/Contractor (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)/Contractor(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)/Contractor(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)/Contractor(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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(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)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(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)/Contractor(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)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.



5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the 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)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(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 contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the 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/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor 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.



Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor 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.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 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.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/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, MEA.



Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the 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 Contractor is a partnership, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner)

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



WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :



SECTION-VIII: ANNEXES



ANNEX - I: Bank guarantee form for performance security

To

The Secretary to the Government of India
Ministry of External Affairs, Govt. of India
South block
New Delhi

In consideration of the (hereinafter called “**Employer**”) having to enter into an Agreement with M/s (hereinafter called the “**Consultant**”) as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for consultancy services for Preparing “Detailed Project Report” (DPR) for **Provision of Container Terminal with Container handling facilities at Port of Sittwe& IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project in Myanmar**, 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 Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Consultant’s** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Consultant** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Consultant** shall have no claim against us for making such payment.



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

Dated the of 2016



for

(Indicate the name of bank)

Signature.....

Name of the Officer

(In Block Capitals)

Designation

Code No.

Name of the bank and Branch.(SEAL)

Note: This Performa suitably amended and approved by the Engineer shall be used for furnishing Bank Guarantee for drawing advance payment by the Consultant.



ANNEX -II: AGREEMENT FORM

Consultancy Services for Preparing “Detailed Project Report” (DPR) for **Provision of Container Terminal with Container handling facilities at Port of Sittwe& IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project**

This Agreement made the _____ day of _____ 2016 between The President of India acting through the Ministry of External Affairs, South Block, New Delhi 110 001 (hereinafter called “the Employer” which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part and _____ of _____ (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 other part

Whereas

- (A) the Employer is desirous of getting Prepared the “Detailed Project Report” (DPR) for Provision of Container Terminal with Container handling facilities at Port of Sittwe & IWT Terminal at Paletwa in Myanmar, under Kaladan Multi-Modal Transit Transport Project through a Consultant m/s who will be executing the work.
- (B) the Employer acting through the Ministry of External Affairs appointed the Inland Waterways Authority of India as Project Development Consultant(PDC) and the PDC had invited Expression of Interest for short listing of main Consultants for implementation of the Port & IWT components of the Kaladan Multimodal Transit Transport Project in Myanmar
- (C) the Consultant having fulfilled the technical and commercial criteria prescribed for short listing was shortlisted for participation in the bid process
- (D) the PDC on behalf of the Employer invited bids from shortlisted Consultants and Consultant has fulfilled the technical and commercial criteria spelt out in the bid document and after evaluation of the bids the Employer has accepted the Tender submitted by the Consultant for the execution and completion of such Works and the remedying of any defects therein and accordingly issued a Letter of Acceptance (LOA) dated requiring the selected bidder to inter alia:
- (a) provide to the Employer an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. ***** (Rupees *****) in the form set forth in Section VIII of the bid document within 28 days of the date of issue of LOA;



(b) deliver to the Employer a legal opinion from the legal counsel of the selected bidder with respect to the authority of the selected bidder to enter into this Agreement and the enforceability of the provisions thereof, within 21 days of the date of issue of LOA;

{(c) provide a guarantee for a sum equivalent to Rs. ***** (Rupees *****) from the selected Consultant in the form set forth in Section VIII of the bid document accepting the responsibility to pay to the Employer in the event of default of the Consultant in the payment of any amount due or recoverable from him in accordance with the provisions of the Agreement, within 21 days of the date of issue of LOA;}; and

(d) Execute this Agreement within 28 (twenty eight) days of the date of issue of LOA.

(E){The selected Consultant has since promoted and incorporated the Consultant as a limited liability company under the Companies Act 1956/2013, and has requested the Employer to accept the Consultant as the entity which shall undertake and perform the obligations and exercise the rights of the selected Consultant under the LOA,} including the obligation to enter into this Agreement pursuant to the LOA for executing the Project.}

(F){By its letter dated, the Consultant has also joined in the said request of the selected Consultant to the Employer to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected Consultant including the obligation to enter into this Agreement pursuant to the LOA. It has further represented to the effect that it has been promoted by the selected Consultant for the purposes hereof.}

(G) {The Employer has agreed to the said request of the selected Consultant, and has accordingly agreed to enter into this Agreement with the Consultant for execution of the Project on EPC basis, subject to and on the terms and conditions set forth hereinafter.}

(H) AND Whereas The Consultant has fulfilled the requirements specified in Recital (D) above;

Now this Agreement witnesseth as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Consultant hereinafter referred to.

The following documents shall be deemed to be read and construed as part of this Agreement,

- (a) The Letter of Acceptance;
- (b) [correspondences exchanged between Consultant and Chief Engineer from opening of bids till issue of Letter of Acceptance]
- (c) The said Tender;
- (d) The Conditions of Contract with its schedules
- (e) The Technical Specifications;



- (f) The Drawings; and
- (g) The Bill of Quantities.

The Consultant hereby covenants with the Employer to execute and complete the Works and remedy all defects therein in conformity in all respects with the provisions of the Contract for the consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned.

The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the Parties executed these presents on the day and the year first above written

Signed and delivered

for and on behalf of

EMPLOYER

Date -----

Place -----

(COMMON SEAL)

In presence of two Witness

1. -----

2. -----

Signed and delivered

for and on behalf of

CONSULTANT

Date -----

Place -----

(COMMON SEAL)

1. -----

2. -----



ANNEX -III: DETAILS OF BANK ACCOUNT

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

NAME OF THE PROJECT: _____

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

Bank Account Number : 1416010027557
RTGS/NEFT/IFSC CODE :UTBI0NOI549
NAME OF THE BANK : United Bank of India
ADDRESS OF THE BRANCH : Sector-18, Noida
OF THE BANK
ACCOUNT TYPE
(SAVING/CURRENT/OTHERS) : Saving Bank Account
A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

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

Signature of Authorized Signatory
Name & Designation

Date:
Place:



ANNEX -IV: BANK CERTIFICATION

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

Authorized Signatory

Date:

Authorization No.

Name:_____

Official Seal/Stamp



ANNEX –V: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:

The Chief Engineer
Inland Waterways Authority of India
A-13, Sector 1, Noida,
Uttar Pradesh (201301),
Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender/Work: -Consultancy Services for Preparing “Detailed Project Report” (DPR) on providing Container Handling Facilities at Sittwe & Paletwa Ports in Myanmar, including traffic study, Trade between India and Myanmar through these ports, transshipment under Kaladan Multi-Modal Transit Transport Project, its viability, EIA/SIA study etc.

Dear Sir,

1. I/We have downloaded /obtained the Tender document(s) for the above mentioned ‘Tender/Work’ from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/appasper> your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/or corrigendum(s)(if any) issued from time to time by your department/ organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s) /minutes of the Pre-bid Meeting (if any)/corrigendum (s) (if any in its totality /entirety).
5. In case any provisions of this Tender are found violated , then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

118



ANNEX-VI: WARRANTY FORM

M/s (hereinafter referred to as the Tenderer) having carefully studied all the tender documents pertaining to the Contract for “.....” and the local conditions having undertaken to execute the said works.

DO HEREBY WARRANT THAT:-

1. The Tenderer is familiar with all the requirements of the Contract.
2. The Tenderer has investigated the work site & also visited IWAI office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Tenderer shall mobilize the necessary equipment, qualified & experienced manpower as per tender conditions.
4. The Tenderer is satisfied that the work may be performed and completed as required in the Contract.
5. The Tenderer accepts all risks directly or indirectly connected with the performance of the Contract.
6. The Tenderer has/had/have no collusion with other Tenderer, with any of the men of the Engineer-in-Charge or with any other person in Authority to execute. The said works according to the terms and conditions of the said Contract.
7. The Tenderer has not been influenced by any statement of promise of the Authority or E-I-C but only the Contract Documents.
8. The Tenderer is financially solvent.
9. The Tenderer is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Tenderer is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.
11. I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us an Inland Waterways Authority of India regarding works mentioned in the tender without any notice, reason or compensation and non-issue of tender documents in future.

For and on behalf of the Tenderer



ANNEX –VII: TENDER SUBMISSION LETTER

___ . __. 2016

To

.....
Inland Waterways Authority of India
A-13, Sector 1
NOIDA 201 301
U P, India

I/We have read and examined the following documents relating to-----
-----as specified, of Inland Waterways Authority of India, Noida
(IWAI):

- i) Tender notice
- ii) Instructions to the Tenderer
- iii) Details to Accompany Technical Bid
- iv) General Conditions of Contract
- v) Special Terms and Conditions of Contract
- vi) Warranty Form
- vii) Technical specifications
- viii) Tender Submission Letter
- ix) Cost schedule
- x) Agreement Form
- xi) Performance Guarantee Form

1. I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specifications, designs, and other terms and conditions of the contract and within the period of completion as stipulated in the tender document.
2. I/We agree to keep the tender open for acceptance for one year counted from the last date specified for the submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to “Authority”. We also agree that any terms or condition in the tender at variance with the above stipulation will render the tender liable to rejection summarily.
3. Rs..... (Rupees) only as the case may be is attached herewith as Earnest Money.
4. If, after the tender is accepted, we fail to execute the contract deed withindays of the receipt of the order to do so, we agree that “Authority” shall without prejudice to any terms and conditions of the tender, forfeit the earnest money (EMD) absolutely.

120



5. Bid shall remain valid for days from the date of bid closing prescribed by the Authority as per the Clause-.....of “Instruction to the Bidder (ITB).
6. I/We undertake to commence the work within (...) days of issue of letter of commencement after signing of Agreement by the “Authority” and complete the work from the date on which “Authority” issues written order to abide by and fulfill all the terms and conditions and provisions of the aforesaid documents or in default thereof to forfeit the security at the hands of “Authority” the liquidated damages in terms of the contract.
7. Until a formal contract is prepared and executed this bid, together with your written acceptance thereof in your notification of award shall constitute a part of the contract between us.
8. I/We understand that you are not bound to accept the lowest priced or any bid that you may receive.

Signature_____

In the capacity of

Duly authorized to sign the
Tender on behalf of (in block
Capitals)._____

Witness_____

Date_____

Address_____

Postal address_____

Telephone No._____

Telegraphic address _____

E-mail _____



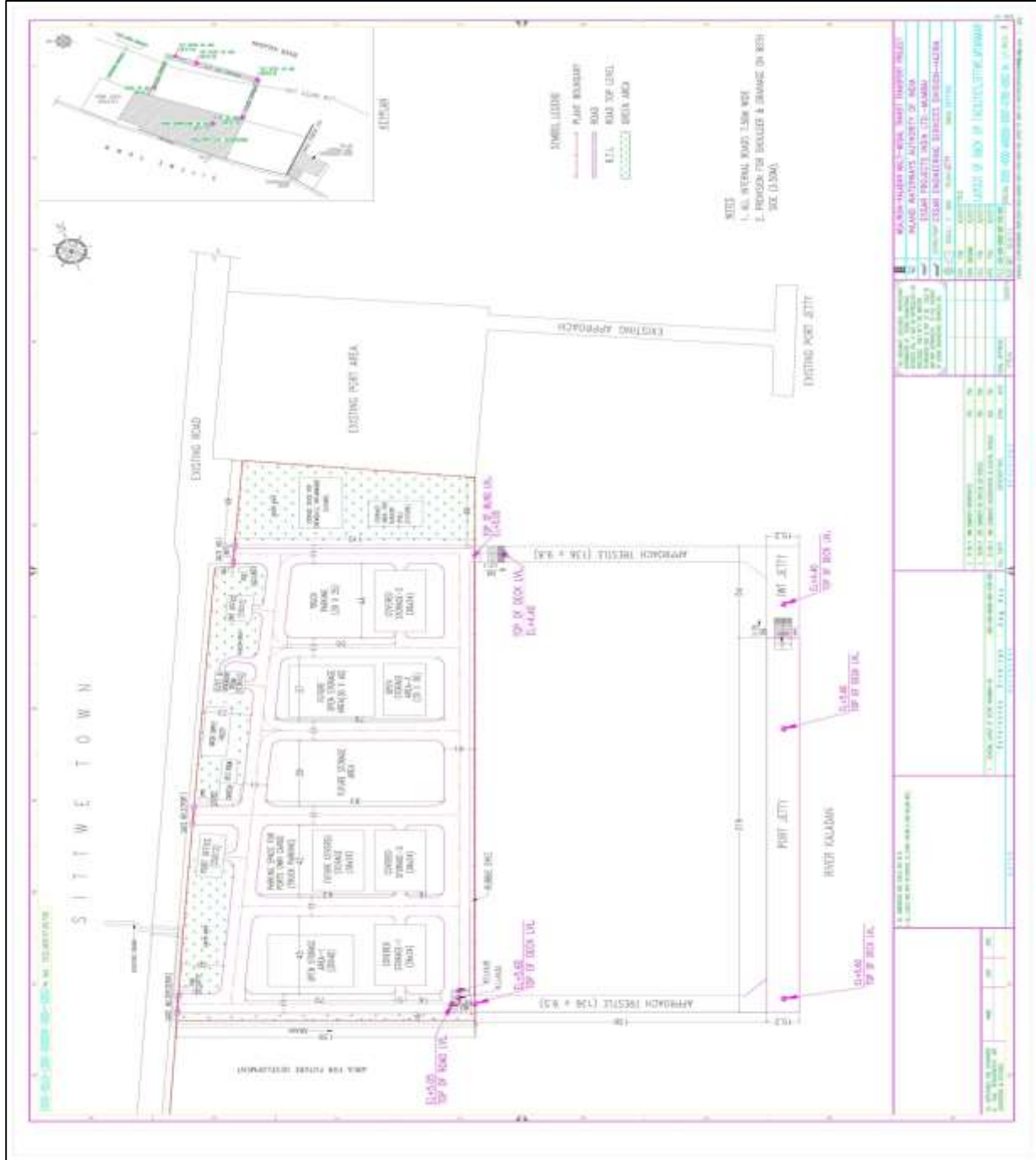
MAP OF KALADAN PROJECT



Annex VIII



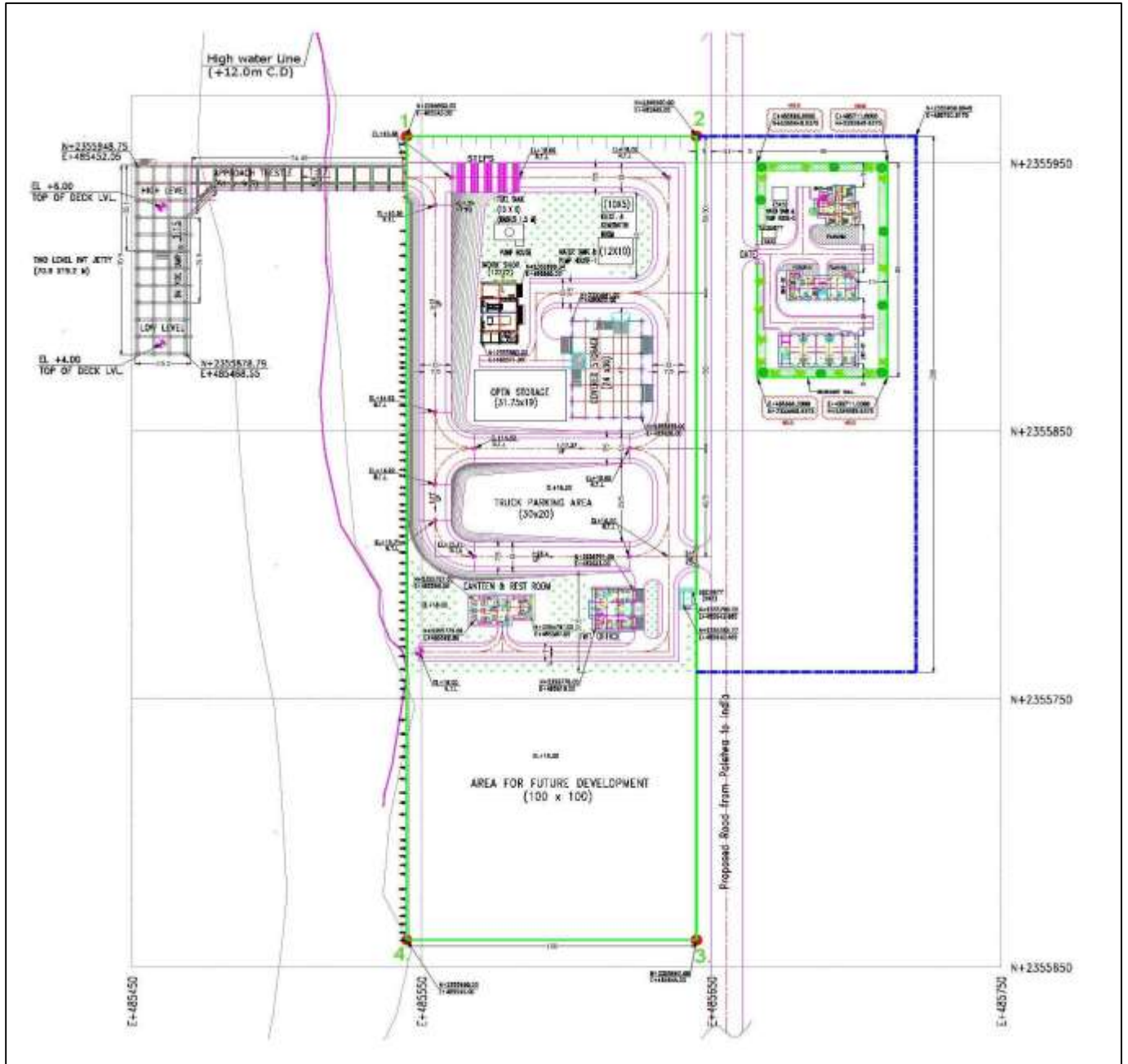
SITWE LAYOUT



Annex X



PALETWA LAYOUT



Annex XI

